

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
MARCH 17, 2025
6:30 PM
AGENDA**

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, March 17, 2025, at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

CALL TO ORDER

- Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT:

This is an opportunity for citizens to address the convened City Council of this meeting on any matter. The presiding officer may ask for the citizen to hold his or her comment on an agenda item until that agenda item is reached. Any response from a member of the convened City Council to comments related to items not on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future meeting. Citizens may obtain a form to speak by requesting it from the City Secretary or the City Marshal prior to the start of the meeting.

COUNCIL COMMENTS:

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest may include, but not necessarily limited to any of the following:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutary recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

INTRODUCTION OF NEW EMPLOYEES

RECOGNITION:

2024 Employee of the 4th Quarter

CONSENT AGENDA:

1. Consideration and action to approve minutes from the 03/13/2025 Special City Council Meeting. (Walls)

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2. Consideration and action to approve Certification of Unopposed Candidates for the City of Alvarado May 3, 2025, General Election. (Walls)
3. Consideration and action to approve Ordinance No. 2025-0007, canceling the City of Alvarado May 3, 2025, General Election. (Walls)

NEW BUSINESS:

4. Presentation by Denton Navarro Rodriguez Bernal Santee & Zech (DNRBS&Z) regarding ward redistricting and mapping of the City of Alvarado, Texas. (Walls)
5. Presentations, consideration and possible action regarding the solid waste collection contract, including contract renewal, bid acceptance, or reissuance of an RFP. (Cromer)
6. Consideration and action to approve payment of \$25,000 for the 2025 Johnson County Pioneer & Old Settlers Reunion (JCPOSr) on August 27-30, 2025. (Suber)
7. Second public reading, consideration and action to approve Resolution No. R2025-0008, approving the Alvarado Food Truck Incubator program and guidelines, including credit and criminal background check; and providing an effective date. (Cromer)
8. Presentation and discussion regarding the Historic Downtown Alvarado Art Contest. (Cromer)
9. Consideration and action to approve the reallocation of funds designated for the Pecan Orchard Festival, in the amount of \$9,000, towards future community events. (Suber)
10. Consideration and action to approve Ordinance No. 2025-0008, approving and adopting a revised budget for the City for FY 2024-2025 providing that expenditures for said fiscal year shall be made in accordance with said budget; and providing an effective date. (Cox)
11. Discuss and identify possible venues for the Community Forum of the Comprehensive Plan in the Resilient Communities Program grant project. (French)
12. Consideration and action to approve the purchase, design, and installation of solar lighting on the Parkway Park pickleball court. (Tucker)
13. Consideration and action to approve Parkway Park playground equipment design, color scheme, and expenditures. (Tucker)
14. Provide recommendations, consideration and action to approve the utilization of additional funding for the installation of playground equipment at the Parks of Alvarado. (Tucker)
15. Update, consider and provide recommendations regarding future changes to Carver Park. (Tucker)
16. Presentation, consideration, and possible action regarding Monarch Way Station at Parkway Park to be installed and maintained by The Texas Master Naturalists. (Tucker)
17. Consider and update regarding the Lions Club Volunteer Community Service at Friendship Park. (Tucker)
18. Update on restoration of Historic benches at Parkway Park. (Tucker)

EXECUTIVE SESSION:

EXECUTIVE SESSION: Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in executive session to deliberate regarding the following matters:

1. § 551.071. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

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- Any item on the agenda.
- 2. § 551.087. Deliberation regarding economic development negotiations. The City Council may convene in Executive Session to discuss or deliberate regarding commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay, or expand in or near the city and with which the city is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect as described above.
 - Project Orange-C-01
 - Project Red-C-01

RECONVENE REGULAR SESSION:

19. Consideration and any action necessary as a result of items legally discussed in Executive Session.
20. Consideration and possible action to authorize the City Manager and Economic Development Director to execute a Purchase Agreement for Project Orange-C-01 based on terms discussed in Executive Session. (Cromer)
21. Consideration and possible action to authorize the City Manager and Economic Development Director to execute a Purchasing Agreement for Project Red-C-01 based on terms discussed in Executive Session. (Cromer)

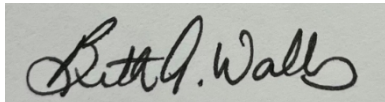
ACCESSIBILITY STATEMENT

The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-790-3351, FAX: 817-783-7925, e-mail: wallsb@cityofalvarado.org Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

NON-DISCRIMINATION STATEMENT

The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

I, the undersigned authority, do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times, and said Agenda was posted on March 14, 2025, at 6:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



Beth A Walls, TRMC, IPMA-SCP, CPM
City SecretaryHRD

CITY OF ALVARADO
County of Johnson
State of Texas
03/13/2025
City Council Minutes

The City Council of the City of Alvarado met in Special Called Session on Thursday, March 13, 2025, at 6:30 p.m. The following were present for roll call:

Name	Title	Present	Absent	Excused
Jacob Wheat	Mayor	X		
Carrie Keeton	Council Ward 1	X		
Beverly Short	Council Ward 1	X		
Lydia Moon	Mayor Pro-Tem Ward 2	X		
Cherry Bryant	Council Ward 2	X		
Scott Arthur	Council Ward 3		X	
Kevin Thomas	Council Ward 3	X		

Others Present:

Paul DeBuff	City Manager
Beth A Walls	City Secretary
Laura Cox	Chief Financial Officer
Ashley Dierker	City Attorney
Donielle Suber	Director of Administrative Services
Justin French	Community Development Director
Hillary Cromer	Economic Development Director
John Rodgers	Fire Chief
Teddy May	Police Chief
Mike Dwiggin	Public Works Director
Gus Chavarria	City Engineer

Mayor Jacob Wheat called the meeting to order at 6:35 p.m. and gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:

Jameye Jones: Upcoming Events – Saturday, March 15, 11:00 a.m. to 2:00 p.m. is the Monarch Spring Fling at Parkway Park. Saturday, March 29, 10:00 a.m. to 4:00 p.m. Tribe Nation Booster Club fundraiser at the downtown square.

COUNCIL COMMENTS:

None.

CONSENT AGENDA:

1. Consideration and action to approve minutes from the 02/17/2025 Regular City Council Meeting.

Motion was made by Lydia Moon and seconded by Beverly Short to approve the consent agenda.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

REGULAR BUSINESS:

2. Public Improvement District (PID) bond workshop.

Kacie Byrd, a McCall, Parkhurst & Horton representative, provided an overview of Public Improvement Districts (PIDs). Mayor Pro-tem Lydia Moon asked several questions regarding PIDs, including how homebuyers are informed about purchasing into a PID, what happens if the project fails, who is responsible in that case, whether PID Bonds can be used for amenities, and whether the bonds cover all phases of the development or if they are divided per phase. Kacie explained that homebuyers receive this information in the documents related to the home purchase. If the project fails, the developer is held responsible. Amenities, usually in the form of trails and parks, can be included. Typically, all phases are covered by the bond, but this can be negotiated. Council member Carrie Keeton asked when a developer can request a PID and if it is possible to request one after construction has begun. Kacie confirmed that developers can request a PID at any time and added that some PIDs are created solely for maintenance purposes, without bonds.

A copy of the presentation will be sent to the council following the meeting.

No action taken.

3. Consideration and action to accept the Alternate Bid "C" from Day Services, LLC, awarding them a contract in the alternate bid amount of \$3,625,299.25 for the construction of the Davis Street Sanitary Sewer project.

The City Engineer addressed council regarding the Davis Street sanitary sewer line project awarded to Day Services, LLC, at the February 4, 2025, City Council meeting for an amount not to exceed \$3,458,878 for a 30-inch pipe, with an alternative bid of \$3,625,299 for a 36-inch pipe, which is a \$166,299 increase. The alternative bid increases the sewer line size from 30 to 36 inches, increasing the capacity and the number of lots we can serve from 938 to 4,977. Staff recommends approving Alternate Bid "C".

Motion was made by Lydia Moon and seconded by Cherry Bryant to accept the Alternate Bid "C" from Day Services, LLC, awarding them a contract in the alternate bid amount of \$3,625,299.25 for the construction of the Davis Street Sanitary Sewer project.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

4. Consideration, discussion and possible action on appointing ten stakeholders to be interviewed for the Comprehensive Plan in the Resilient Communities Program grant project.

The professional service agreement with LJA for the RCP grant project was executed on January 10, 2025. Under the agreement, LJA is to interview up to ten stakeholders, appointed by the City Council, as part of the planning process to create the new comprehensive plan for the City of Alvarado.

5. Consideration, discussion and possible action on appointing members to the Plan Advisory Committee (PAC) for the Comprehensive Plan in the Resilient Communities Program grant project.

The professional service agreement with LJA for the RCP grant project was executed on January 10, 2025. Under this agreement, LJA will meet with obtain insight from the PAC, appointed by the City Council, as part of the planning process to create the new comprehensive plan for the City of Alvarado.

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve items #4 and #5, appointing Chris Magee, Johnny Wohlgemuth, Patty Beckham, Tom Bergami, Shabana Mallick, Lisa Deese, Ashley Speaker, Jacob Ponce, Summer Turner, Greg LaFountain to be interviewed as stakeholders and also appointing Marty Douglas, Isreal Stephens, Josh Rendon, Tom Durlington, Jameye Jones, Calvin Jenkins, Donna Evans, Stephanie Cole, Randy Hassey, Pam Jones, Olivia DiGiovanni, and Sean McGowen as members to the Plan Advisory Committee (PAC) and appointed for the Comprehensive Plan in the Resilient Communities Program grant project.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

6. Discuss and identify possible venues for the Community Forum of the Comprehensive Plan in the Resilient Communities Program grant project.

The professional service agreement with LJA for the RCP grant project was executed on January 10, 2025. Under this agreement, LJA will conduct a Community Forum as part of the planning process to create the new comprehensive plan for the City of Alvarado.

No action taken. This item will be moved to the March 17th City Council Meeting so that council members can confirm the availability of possible forum locations prior to selection.

7. First public reading of Resolution No. R2025-0008 regarding a Food Truck Incubator Program and guidelines.

The EDC approved the Food Truck Incubator Program on March 10, 2025. A Public Hearing was held on March 13, 2025, and this City Council meeting serves as the first reading of the resolution. The second reading and consideration for approval will be held at the March 17, 2025 City Council meeting. The initiative allows aspiring food entrepreneurs to test and develop their business concepts without the high upfront costs of purchasing a food truck. The program supports the EDC's goals of small business growth, economic development, and community engagement while enhancing Alvarado's local dining scene. The Economic Developer presented. The City Secretary read Resolution No. R2025-0008.

No action taken.

There being no further business, Mayor Wheat adjourned the meeting at 7:44 P.M.

Passed and approved this the 17th day of March, 2025.

Jacob Wheat, Mayor

Respectfully Submitted,

Beth A. Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Beth A Walls

Phone: 817-790-3351, Ext. 114

AGENDA ITEM # 2& 3:

Consideration and action to approve Certification of Unopposed Candidates for the City of Alvarado May 3, 2025 General Election.

Consideration and action to approve Ordinance No. 2025-0007, canceling the City of Alvarado, Texas May 3, 2025 General Election.

BACKGROUND & FINDINGS:

A city and any other authority that orders an election may cancel the election only if there is specific statutory authority to cancel the election. (Texas Election code 2.082)

The city secretary must deliver to the governing body a certificate of unopposed candidate as soon as possible after the write-in filing deadline for each candidate for office. The governing body upon receipt may by order or ordinance declare the candidates unopposed and elected.

Only one candidate applied to run in the City of Alvarado May 3, 2025 General Election for Single District Ward 1, Place 4 and one candidate applied to run in the City of Alvarado May 3, 2025 General Election for Single District Ward 3 Place 3. By approving Ordinance 2025-0007, you are declaring the election of Beverly Short for Ward 1, Place 4 and Kevin Thomas for Ward 3, Place 3.

Even though declared elected, they are not sworn in until the May meeting after the May 3, 2025 general election date has passed.

FINANCIAL IMPACT:

Savings of approximately
\$10,000

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



CERTIFICATION OF UNOPPOSED CANDIDATES FOR THE CITY OF ALVARADO
CERTIFICACION DE CANDIDATOS UNICOS CIUDAD OF ALVARADO

TO: Presiding Office of Governing Body:
AL: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 3, 2025.

Como autoridad a cargo de la preparacion de la bolete de votacion oficial, por la presente certifico que siguientes candidatos son candidatos unicos para eleccion para un cargo en la eleccion que se llevara a cabo el 3 de Mayo, 2025.

List Offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s)	Candidate(s) <i>Candidato(s)</i>
Councilperson Ward 1, Place 4	Beverly Short
Councilperson Ward 3, Place 3	Kevin Thomas

Beth A. Walls, City Secretary/HRD
03/17/2025

|

ORDINANCE NO. 2025-0007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, ACCEPTING CERTIFICATION OF UNOPPOSED CANDIDATES FOR THE OFFICES OF MAY 3, 2025 COUNCILPERSON WARD ONE (1) PLACE FOUR (4) AND COUNCILPERSON WARD THREE (3) PLACE THREE (3); DECLARING THAT THE MAY 3, 2025 GENERAL ELECTION IS CANCELED FOR THESE TWO SEATS AND THE UNOPPOSED CANDIDATES ELECTED TO OFFICE; PROVIDING FOR POSTING OF NOTICE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City Council of the City adopted Resolution 2025-0001 on Monday, January 22, 2025, ordering a General Election to be held on May 3, 2025, at which time registered voters would elect persons to fill the offices of Councilperson Ward One (1) Place Four (4) and Councilperson Ward Three (3) Place Three (3); and

WHEREAS, pursuant to Sections 143.007 and 146.054, Texas Election Code, the deadline for filing applications for a place on the ballot and declaration of write-in candidacy for the City’s General Election has expired; and

WHEREAS, Section 2.053, Texas Election Code, authorizes the governing body of a political subdivision, by order or ordinance, to declare each unopposed candidate elected to office and to cancel the election; and

WHEREAS, the City Secretary, in accordance with Section 2.052, Texas Election Code, has certified in writing to the City Council that Beverly Short is unopposed for election to the office of Councilperson Ward One (1) Place Four (4) and Kevin Thomas is unopposed for election to the office of Councilperson Ward Three (3) Place Three (3) ; and

WHEREAS, under these circumstances, Chapter 2, Subchapter C, of the Texas Election Code, authorizes the City Council to declare those candidates who filed elected to office and compels the City Council to cancel the previously ordered general election; and

WHEREAS, the City Council hereby finds and determines that these two candidates whose names were to appear on the ballot in said election are unopposed, that there are no declared write-in candidates, and no propositions are to appear on the ballot for said election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, THAT:

SECTION 1.

Pursuant to Section 2.053(b), Texas Election Code, the General Election for Councilperson Ward One (1) Place Four (4) and Councilperson Ward Three (3) Place Three (3) and ordered to be held May 3, 2025, by Resolution 2025-0001, is hereby canceled.

SECTION 2.

In accordance with Section 2.053(a), Texas Election Code, the following unopposed candidates are hereby declared duly elected to the respective offices shown and shall be issued a certificate of election on May 3, 2025, the date which the General Election for Councilperson Ward One (1) Place Four (4) and Councilperson Ward Three (3) Place Three (3) would have been held:

Councilperson Ward One (1) Place Four (4) – Beverly Short
Councilperson Ward Three (3) Place Three (3) – Kevin Thomas

SECTION 3.

The candidates-elect so named in Section 2 of this Ordinance shall be administered the Oath of Office at Alvarado City Hall and may exercise the duties of office at the beginning of the first regular meeting of the City Council after May 3, 2025, the date which the General Election for May 3, 2025, Councilperson Ward One (1) Place Four (4) and Councilperson Ward Three (3) Place Three (3) would have been held.

SECTION 4.

The City Secretary is hereby directed to cause a copy of this Ordinance to be posted on Election Day, same being May 3, 2025, at all polling places that would have been used in such election.

SECTION 5.

The remainder of Resolution 2025-0001 shall remain unchanged and in full force and effect.

SECTION 6.

The facts and matters set forth in the preamble of this Ordinance and Order of Cancellation are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 7.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining, phrase, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 8.

This Ordinance shall take effect immediately upon passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, ON THIS THE 17th DAY OF MARCH 2025.

Jacob Wheat, Mayor

ATTEST:

Beth A Walls, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Ashley Dierker, City Attorney



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Beth A Walls, Director of Human Resources/City Secretary

AGENDA ITEM: Presentation by Denton, Navarro, Rodriguez, Bernal, Santee & Zech (DNRBS&Z) regarding ward redistricting and mapping of the City of Alvarado, Texas.

BACKGROUND AND FINDINGS:

Alvarado's City Council members represent wards that are intended to reflect equalized populations. Therefore, their sizes and shapes must be redefined every 10 years to reflect population growth or decline and other demographic changes. Redistricting is the process of redrawing district boundaries to guarantee equal voter representation through equal, or equivalent, population counts.

The current geographical wards were most recently drawn in 1995 using 1990 United States Census results, which show that the city had a population of 2,918. I cannot find any mention of any analysis in agendas or minutes since then.

At the October 21, 2024 Council meeting, Council awarded the contract for this redistricting to the firm of Denton, Navarro, Rodriguez, Bernal, Santee & Zech (DNRBS&Z)

Daniel Santee will conduct the city's redistricting, and he will attend our meeting to provide the Council with information about what that process will look like.

MANAGEMENT REVIEW:

Paul DeBuff



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Hillary Cromer

AGENDA ITEM

Presentations, consideration, and possible action regarding the solid waste collection contract, including contract renewal, bid acceptance, or reissuance of an RFP.

BACKGROUND & FINDINGS

The City of Alvarado issued **RFP #2025-001** to solicit proposals from qualified solid waste management companies for municipal waste collection, disposal, and recycling services.

Current Service Details

- **Residential Rate:** \$15.16/month
- **Commercial Rate:** \$38.05/month
- **Collection Schedule:**
 - **Trash & Recycling:** Weekly on designated zone day
 - **Bulk & Brush Collection:** 1st or 2nd Friday of the month (by zone)

Proposals Received (Deadline: March 3, 2025)

Five (5) proposals were submitted by:

1. Republic Services
2. Frontier Waste Solutions
3. Sundance Disposal Solutions
4. Community Waste Disposal (CWD)
5. Waste Connections of Texas

Scope of Services

1. Residential Collection

- Weekly trash & recycling collection (95-gallon carts provided)
- Monthly bulk & brush pickup (up to 3 cubic yards)
- Special backdoor service for disabled residents
- Open market access for temporary roll-offs

2. Commercial & Industrial Collection

- Customized collection schedules
- Contractor must provide dumpsters & roll-offs

3. Special Waste Services

- **Landfill Access:** Residents get **4 free visits per year** (up to 4 cubic yards each) with discounted rates for overages
- **Storm Debris Collection:** Pricing for post-disaster cleanup
- **Citywide Cleanup Events:** Two per year, contractor to provide four roll-offs per event
- **Sponsorships:** Up to \$5,000/year
- **Special Event Hauls:** Up to 8 per year for city events

4. City Facility Collection

- Free solid waste & recycling for city-owned facilities

5. Contract & Compliance

- **Term:** 5 years (July 1, 2025 – June 30, 2030), with **three** optional 5-year renewals
- **Franchise Fee:** 15% (residential/commercial); 10% (roll-offs)
- **Insurance:** Comprehensive coverage required
- **Performance Bond:** \$300,000 required before service commencement
- **Customer Service:** Missed collections must be resolved within 24 hours
- **Regulatory Compliance:** Must meet TCEQ, EPA, and OSHA standards

Bidder Evaluation

Bids were evaluated on:

1. Experience & Qualifications
2. Pricing
3. Customer Service & Reporting
4. Compliance with RFP

Scoring Summary

Bidder	Average Score
Waste Connections	89.8
Republic Services	86.2
Frontier Waste Solutions	81.6
Community Waste Disposal	81.0
Sundance Disposal	39.2

Pricing Comparison

Bidder	Residential Trash (1x/week)	Residential Recycling (1x/week)	Residential Total	Commercial Cart (1x/week)	8 CY Dumpster (1x/week)	30 CY Roll-Off
Republic Services	\$11.93	\$4.46	\$16.39 (+\$1.23 increase, ~8%)	\$41.06	\$273.69	\$636.54
Sundance Disposal (Franchise Fees Not Included)	\$15.00 + 15%	\$7.00 + 15%	\$22.00 + 15%	\$30.00 + 15%	\$140.00 + 15%	\$565.00 +10%
Waste Connections	\$8.82	\$5.11	\$13.93	\$20.75	\$207.84	\$718.75
Community Waste Disposal	\$16.90	\$6.21	\$23.12	\$25.75	\$251.79	\$880.54
Frontier Waste Solutions	\$11.65	\$5.18	\$17.83	\$17.83	\$245.47	\$613.58

Next Steps & Council Action

Presentation: Each bidder will provide a 3-5 minute summary.

Decision Options:

1. **Auto-Renew Current Contract (5 Years)** – Must decide by **April 3**. Price & terms can either stay in place as they are, or we can negotiate new terms and price after decision to auto-renew.
2. **Decline Auto-Renewal** – Choose one:
 - **Award New Contract** to the most advantageous bidder
 - **Reject All Bids** and issue a new RFP

FINANCIAL IMPACT

Dependent on contract selection

MANAGEMENT REVIEW

Paul DeBuff, City Manager

ATTACHMENTS

- Current Contract
- RFP & Addendums
- Bid Proposals

February 14, 2025 REQUEST FOR PROPOSALS

SOLID WASTE AND RECYCLING SERVICES RFP # 2025-001

Questions Deadline: February 24, 2025, 2:00 PM, CST

Proposals Due: March 3, 2025, 2:00 PM, CST

Proposals for the services specified will be received by the City of Alvarado until the date and time as indicated above. Please submit one (1) original proposal, five (5) copies of the proposal in hard copy only, and one (1) copy of the proposal in pdf format on a flash drive.

Delivery and Mailing Address:

City of Alvarado

Attn: Hillary Cromer

104 W. College Ave.

Alvarado, Texas 76009

Late submissions will not be considered. Proposals must be submitted with the RFP number or marked "Solid Waste RFP" and the Contractor's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

CONTRACTORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this RFP contact: Hillary Cromer

817-790-3351

NO QUESTIONS OR COMMUNICATION SHOULD BE DIRECTED TO ANY ELECTED OFFICIALS OR OTHER CITY EMPLOYEES.

Please note that all submissions must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and will be returned unopened.

CALENDAR OF EVENTS

SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS

Date	Event
Saturday, February 15, 2025	1st Public Notice accepting bids and date they will be publicly opened.
Thursday, February 14, 2025	Post on the Website
Thursday, February 20, 2025	2nd Public Notice
Monday, February 24, 2025	Questions due by 2:00 p.m.
Monday, March 3, 2025	Sealed Proposals due from Vendors at 2:00 p.m. Bids publicly opened at 2:30 p.m. at 104 W. College Ave., Alvarado, TX 76009 in City Council Chambers.
March 3 - 7, 2025	Complete analysis of RFPs received by City Staff and contract negotiations with apparent low bidder.
Monday, March 17, 2025	City Council consideration of award of contract with selected vendor.
April 1 - July 1, 2025	Communication with citizens regarding changes in garbage collection.
July 1, 2025	New contract begins.

NOTICE TO VENDORS

Sealed proposals will be received by the City of Alvarado, Texas at the office of the City of Alvarado City Secretary until 2:00 PM, local time March 3, 2025, for the purchase of services as follows per proposal instructions and specifications:

REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES

RFP #2025-001

Qualified prospective suppliers may obtain copies of the proposal with information at the office of the City Secretary, located at the Alvarado City Hall, 104 W. College Ave., Alvarado, Texas 76009, at Proposals received later than the date and time above will be returned unopened, and will not be considered in the proposal process. Facsimile or electronic transmittals will not be accepted.

The successful Contractor shall furnish proof of insurance at the time of contract award in the form of an insurance certificate and endorsements to the City Secretary's Office.

The City Council of the City reserves the right to accept or reject any proposals or any part thereof or any combination of proposals and to waive any or all formalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interests of the City.

No officer or employee of the City of Alvarado shall have a financial interest, direct or indirect, in this or any contract with the City of Alvarado. Minority and small business vendors are encouraged to submit a proposal on any and all City of Alvarado projects.

SECTION I: INSTRUCTIONS TO CONTRACTORS

1. BACKGROUND

The City of Alvarado seeks proposals from qualified firms interested in providing municipal solid waste services to include refuse collection, disposal and recycling. Services shall be provided at various City locations as well as residences and businesses according to City ordinances and the Contract Documents.

Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the City, as determined by the City based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to "discretionary contracts: to preserve public health, safety, and welfare." It is not a statutory competitive bid solicitation. The City reserves the right not to award the contract, or to amend or negotiate terms of the contract after reviewing proposals that have been submitted at any time while proposals are pending. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

2. SCOPE OF WORK

The City of Alvarado is seeking proposals from qualified firms interested in providing municipal solid waste services, including refuse collection, disposal, and recycling. Services shall be provided at various City locations, as well as residences and businesses, in accordance with City ordinances and the specifications outlined in this RFP.

(a) Residential Service

Solid Waste services provided by the Contractor shall be equivalent or superior to service levels currently provided. Cost of all services and disposal are the responsibility of the Contractor and are to be included in Contractor's price. The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items necessary to provide the City with complete refuse collection, removal and disposal and recyclable collection and processing. The City currently has approximately 2,169 residential customers billed and collected by the City, and approximately 223 non-residential accounts billed and collected by the contractor. The residential solid waste and brush/bulk is currently collected once per week, with once a week recyclable collection. The City's specifications are for residents to continue receiving automated collection service by a 95-gallon Polycart; carts must be provided by contractor. The commercial waste is collected as required by the customer.

Residential Recycling Collection: The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95-gallon minimum recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled "MATERIAL".

Disposal at Landfill: Residents shall have access to dispose of solid waste at a landfill or transfer station at no extra charge one time per year up to 4 cubic yards. Proof of residency will be required in the form of a current utility bill from the City.

Storm Debris: In the event of a hurricane, tornado, windstorm, flood, natural disaster, or other act of God, Storm Event Debris may result from such event. Contractor shall provide rates to collect and dispose of such Storm Event Debris to the City. The City is not obligated to select Contractor to perform the collection of Storm Event Debris.

Brush/ Bulk Collection: Monthly bulk & bundled brush pickup up to 2 cubic yards.

Backdoor Service: The Contractor shall provide backdoor trash and recycling collection for eligible individuals with disabilities, as defined by the contractor's guidelines. Eligibility requirements and the application process shall be clearly outlined and accessible to residents. This service will ensure that qualifying individuals receive consistent, reliable collection at their residence, minimizing physical strain and accessibility barriers.

(b) Regular Service For City Owned Or Operated Facilities

The Contractor shall make, at no charge to the City, the collection, transportation, and disposal of waste and recyclable materials accumulated by the City at City owned, operated, or other City designated sites on Exhibit A. Future City facilities shall be included at no charge to the City. Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers, and recycling containers as requested by the City for ongoing or special projects. If the City produces any waste that is hazardous or special waste, the Contractor will provide those services to the City on a cost per service basis. Also, in the event that the City's containers are full and need a special disposal, the Contractor will accommodate the City when possible.

Contractor shall plan two bulky item and brush clean-up events each calendar year. Events will be the second week of April and the second week of October. Contractor shall provide eight (8) free roll offs per event at a location specified by the City.

(c) Commercial and Industrial Service

Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening. Polycarts will be provided to Commercial Hand Collect customers, with ownership retained by Contractor. Temporary roll-off services should for commercial should be available on an open market basis.

(d) **Recycling Processing Site**

All recyclable materials for the recycling program shall be recycled and not disposed in a landfill. Contractor's failure to abide by obligations of the recycling Program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the City may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the City of the recycling location where recyclables will be unloaded and processed. The City reserves the right to approve Contractor's recycling site.

(e) **Taxes, Governmental Fees, Charges and Compliance**

The Contractor shall agree to pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this Contract. The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. The Contractor shall follow and comply with all environmental regulations and laws pertaining to the provision of the services detailed herein

3. **PREPARATION OF THE PROPOSAL/SUBMITTALS**

Respondents must provide the following information:

- ☐ Experience and qualifications related to municipal waste management.
- ☐ Operational plan, including equipment, personnel, and collection schedules.
- ☐ Proposed pricing structure for residential, commercial, and City facility services.
- ☐ Compliance with all applicable federal, state, and local laws.
- ☐ Customer service protocols, including complaint resolution procedures.
- ☐ Sample reporting, including tracking of waste and recycling tonnage.

(a) Respondents are encouraged to prepare and submit their questions in writing. Any oral responses provided by City staff shall be considered preliminary and any written responses given shall be considered an official response. Any oral responses given that is not subsequently confirmed in writing shall not be official or binding on the City. Only written responses shall be official, all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing services listed herein and respond completely. Failure to complete and provide any of the proposal requirements may result in the respondent's proposal being deemed incomplete and therefore disqualified from consideration.

(b) All Proposals must be prepared and signed by the Contractor in the form attached hereto. THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR. All blank spaces in each Proposal Form together with appropriate exhibits must be completed in full in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor in ink.

The proposal amount is for a Base Bid. It is the intent of the proposal to determine the lowest possible cost without regard to License or billing fees. All License fees and/or billing fees will be determined by the City and added to the base bid provided by Contractor. One rate will be then established for the Customer, which includes the Base Bid, License Fee and/or Billing Fee.

(c) Submission Information: Sealed proposals (one original, five [5] copies and one [1] copy in electronic format on a flash drive, together with appropriate schedules, will be accepted until 2:00 p.m. on March 3, 2025 at City of Alvarado, Attn: Hillary Cromer, 104 W. College Ave, Alvarado, Texas 76009. Each sealed proposal must be clearly marked with the name of firm/Respondent and the description "RFP #2025-001 SOLID WASTE COLLECTION & RECYCLING SERVICES - DO NOT OPEN UNTIL 2:00 P.M, Monday, March 3, 2025".

No telephone, emailed, or faxed proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for or consider missing, lost, or late deliveries. If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal received later than the date and time above will not be considered.

(d) Any Proposal may be withdrawn prior so long as the request is received in writing from an authorized representative of Respondent prior to the proposal deadline.

4. ADDENDA AND EXPLANATIONS

Requests for additional information shall be made no later than 2:00 p.m. on February 24, 2025, and shall be directed to Hillary Cromer via email at cromerh@cityofalvarado.org. All requests must be made in writing. Oral explanations will not be binding. Any interpretations, corrections, or changes to this Request for Proposal or specifications will be made by addenda. Addenda will be posted at . It is the responsibility of the Respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal. Answers to questions will be published in the form of addenda not later than four (4) days prior to the date fixed for the opening of Proposals.

Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

5. FAILURE TO ENTER INTO THE CONTRACT

The Contractor to whom the Contract is awarded will be required to execute two (2) copies of the Contract and furnish the required proof of insurance. In case of the Contractor's refusal or failure to do so within twenty (20) days after receipt of formal notice of award, the Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's proposal may be declared forfeited to the City, and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the City may elect.

6. CONDITIONS

Each proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications. It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to become familiar with existing conditions, shall in no way relieve Contractor of any obligations with respect to the Contractor's Proposal or to the Contract.

The Contractor shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions the Contractor may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

7. NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The Proposal must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether a corporation, partnership, or individual, shall also be stated in the Proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the proposal the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be included with the signature of the authorized representative.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

8. COMPETENCY AND QUALIFICATIONS OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor, the Contractor may be required to furnish any or all information as requested.

9. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its Proposal:

- (a) Evidence of collusion among Contractors.

(b) Lack of competency as revealed by financial statements, experience or equipment statements, and/or other factors.

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.

(d) Default on a previous city contract for failure to perform.

10. BASIS OF THE RFP

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed and evaluated on the basis set forth in No. 20 hereof.

11. QUANTITIES

The current quantities for the number of residential, commercial, and industrial units are strictly estimates. It is the responsibility of the Contractor to survey the City for use in preparing the proposal. The Contractor may wish to utilize its own or other estimates and to provide for growth or shrinkage factors.

12. METHOD OF AWARD

The City reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure or interlineation of the Contract Documents or of the proposal shall render the accompanying proposal non-conforming and subject to (but not requiring) rejection by the City. The City intends to award the Contract at the March regular City Council Meeting.

13. DISPOSAL SITE

Once selected, the Contractor is responsible for the legal disposal of non-recyclable waste at a state approved facility. The Contractor shall pay all state fees imposed by the Texas Health and Safety Code related to disposals. Contractor shall provide evidence indicating that it has the right to use a landfill site for the purpose of this Contract for the entire term of the Contract and any agreed extensions thereto. Once waste is picked up by the Contractor, transportation and disposal of the waste is the sole responsibility of the Contractor. Contractor agrees to indemnify the City from any liability, fines or penalties or costs associated with the transportation and deposit of Refuse and Hazardous Waste in the landfill.

14. FRANCHISE FEE

For the right and privilege of using the City's public rights-of-way to provide exclusive services per the contract, the successful Contractor, on the first day of each month during the term of the contract, will pay the City a franchise fee equal to fifteen percent (15%) of gross receipts resulting from the operation of the residential services, fifteen percent (15%) of gross receipts for commercial services, and ten percent (10%) of gross receipts for roll-offs within the City and will email a report to the Chief Financial Officer coxlaura@cityofalvarado.org detailing the franchise fee calculation. The City may increase or decrease the franchise fee with ninety (90) calendar day's written notice. Contractor agrees to pay the franchise fee monthly for all commercial and industrial accounts.

The City will collect the franchise fee for residential collection. These fees shall be deducted from the monthly payments to Contractor for receipts for residential collection.

15. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

16. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

17. CURBSIDE RECYCLING CONTAINERS

The Contractor will provide to each Residential Unit a container for Recyclable Materials. Such container shall be a standard recycling bin with a lid and a minimum capacity of 95 gallons. Each container shall be of a type that is accepted by other municipalities with recycling experience. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

18. MATERIAL

The Contractor shall provide a single-stream recyclable collection service on a once per week schedule. Residents will not be required to separate recyclable materials by type of material; therefore, all recyclables may be co-mingled with other recyclable materials. Contractor shall include a list of acceptable recyclable materials.

The following materials shall be included in the recycling program:

- Newsprint
- Office Paper
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass - Clear, Brown and Green
- Plastic Containers Labeled #1, #5 and #7 (Ex. Milk jugs, water bottles, detergent jugs)
- Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. To the fullest extent possible, Contractor shall protect recycling materials against contaminants that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

19. TERM

The term of service shall be five (5) years beginning July 1, 2025 with up to three (3) renewal terms of five (5) years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional three-year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and if so, shall approve the extension within 60 days.

20. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The selection committee may select all or some or none of the Respondents for interviews. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee. The City may request additional information from the respondents at any time prior to the final approval of a selected respondent. The City reserves the right to select one or more, or none of the respondents to provide services. Final approval of a selected respondent is subject to the action of the City Council. The criteria to be evaluated may include the following items listed below.

- a) Experience, Background, Qualifications
- b) Proposed Plan for Service delivery, including proposals for optional services
- c) Evaluation of Proposed Pricing Schedule
- d) Compliance with RFP requirements
- e) Customer Service and Reporting

The Contractor selected to provide service may be required to submit (in person) its final proposal to the Council at the City Council meeting.

21. IMPLEMENTATION AND OPERATIONS PLAN

The Contractor shall provide an Implementation and Operations Plan detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services. If the city selects the service for Polycart collection of regular trash services the expectation is that the Contractor shall deliver the Polycart to the customer prior to July 1, 2025.

22. REPORTING REQUIREMENTS

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- a. Monthly reports, within two (2) weeks of the end of each month detailing:
 - 1. Residential Polycart transactions; participation/set-out rates, etc.

2. Commercial and Industrial hand collection and roll-off container reports by location, size and frequency
 3. Tonnage of recycling and trash collected by category of service
- b. Annual reports each October on the status of the terms and conditions of the License and any points that Contractor believes need to be addressed.

23. EXCLUSIVITY OF CONTRACT RIGHTS

The Contractor shall have the sole and exclusive license, and privilege to provide residential and commercial municipal solid waste and/or residential recycling (not including storm debris and construction debris, which shall be by independent contract between the producer and any City-registered construction debris collector) collection and removal within the corporate limits of the City. Temporary roll-offs shall be open market.

SECTION II: STANDARD TERMS & CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City.

A. **ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal or specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvarado City Secretary. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this RFP. It is the responsibility of the respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.

B. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

C. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.

D. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.

E. **AWARD:** The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the City, unless denied by the respondent.

F. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Alvarado's City Secretary will make all change orders to the contract in writing as allowed by law.

G. **COMMUNICATION:** The successful Respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make

inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Manager.

H. CONFLICT OF INTEREST: In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Alvarado's City Secretary (attached).

I. CONTRACT ENFORCEMENT:

1. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
2. In the event the successful Respondent shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall be entitled to terminate the Contract in accordance with the provisions of the Contract included in the Contract documents.

J. ETHICS: The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City except in accordance with City Policy.

K. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

L. FELONY CRIMINAL CONVICTIONS: The Respondent represents and warrants that neither the Respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

M. FORCE MAJEURE: Force majeure is defined as acts of God, war, strike, fires or explosions. Neither the successful Respondent nor the City is liable for delays or failures of performance due to force majeure. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of force majeure.

N. INDEMNITY AGREEMENT: Except as hereinafter set forth, the successful Respondent shall indemnify and hold harmless the City of Alvarado and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, expert witness fees and other costs arising out of or resulting from negligent performance of the services set forth in the successful respondent's proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by negligent acts or omissions of the Respondent, a subcontractor of the Respondent, anyone directly or indirectly employed or contracted by the Respondent or anyone for whose acts the successful Respondent may be liable.

O. INVOICES: Each invoice shall contain the successful Respondent's name and address, City of Alvarado's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Alvarado, Attention: Accounts Payable, Alvarado, Texas, 76009.

P. LATE SUBMITTALS: The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the City Secretary's Office, for confirmation of receipt you may contact Beth Walls, City Secretary, at 817-790-3351, ext. 114.

Q. MINIMUM STANDARDS FOR RESPONSIBLE RESPONDENT: A respondent must affirmatively demonstrate Respondent's responsibility. A Respondent must meet the following requirements:

- a. Have adequate financial resources or the ability to obtain such resources.
- b. Be able to comply with the instructions, specifications, terms and conditions.
- c. Have a satisfactory record of performance.
- d. Have a satisfactory record of integrity and ethics.
- e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

R. PATENTS/COPYRIGHTS: The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.

S. PAYMENT: Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.

T. PRICES HELD FIRM: All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City.

If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Alvarado.

U. REFERENCES: The City requests each Respondent to supply, with its Proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of the firm, address, contact employee of the firm, telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

V. RELEASE OF INFORMATION AND PUBLIC INSPECTION: Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other

parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.

W. REQUIRED DOCUMENTATION: In response to this request for proposal, all documentation required by this RFP must be provided.

X. SALES TAX: The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 1-75-6000443-8.

Y. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

Z. SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

AA. SUBCONTRACTORS: The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Prime Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

BB. TAX/DEBT ARREARAGE: The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Alvarado, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.

CC. TERMINATION OF CONTRACT: The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

DD. TRAVEL AND DIRECT CHARGES: The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.

EE. VENUE: Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Tarrant County, Texas, where venue for any proceeding arising hereunder will lie.

FF. WITHDRAWAL OF PROPOSAL: A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the Respondent prior to the proposal deadline.

SECTION III: GENERAL SPECIFICATIONS

1.00 DEFINITIONS

1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.

1.02 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

1.03 Bin (Residential Recycling): See Recycling Container.

1.04 Brush: Plants or grass clippings, leaves or tree trimmings.

1.05 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be.

1.06 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, or 40 lbs. in weight.

1.07 City: The City of Alvarado, Texas.

1.08 Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

1.09 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

1.10 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

1.11 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

1.12 Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

1.13 Compactable Waste: Items that can be crushed under the weight of compaction equipment.

1.14 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

1.15 Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance, into the container, by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

1.16 Contract Documents: The Request for Proposal, Instruction to Contractors, Contractor's Proposal, General Specifications, Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City.

1.17 Contractor: The person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

1.18 Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

1.19 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

1.20 Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

1.21 Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

1.22 Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on- site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33

U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.);

(ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C.

§ 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

1.23 Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

- 1.24 Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries etc., and consumer electronic equipment that is near or at the end of its useful life.
- 1.25 Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.
- 1.26 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.
- 1.27 Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.
- 1.28 Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.
- 1.29 Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.
- 1.30 Polycart: A wheeled receptacle with a maximum capacity 95 gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems, and having a tight-fitting lid capable of preventing entrance, into the container, by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.31 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.32 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
- 1.33 Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.
- 1.34 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a minimum capacity of 95 gallons.
- 1.35 Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.36 Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

1.37 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four or less units, shall be treated as a Residential Unit, with each unit receiving individual trash service and recycling service, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.38 Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

1.39 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

1.40 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.41 Take All Service: Refers to service level expected of contractor for solid waste collection. Specifically, contractor will dispose of any items placed on curbside, including bulky items. The exception will be unacceptable waste.

1.42 Unacceptable Waste: Brush not meeting acceptable guidelines (cut in 4-foot sections and bundled), contractor debris, and household hazardous waste.

1.43 Unusual Accumulated: (a) For residences, each regular collection more-than ten (10) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business and (c) materials judged by the Alvarado City Secretary to be hazardous such as oil, acid, or caustic materials.

1.44 Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

2.00 TYPES OF COLLECTION

2.01 Residential Collection:

.01 At the premises of residential accounts held by the City and served by the Contractor, collection shall occur as follows:

- A minimum of once weekly automated service including residential solid waste and brush/bulky waste collection. Exceptions are unacceptable waste (see definitions).
- A minimum of once weekly collection of recyclable materials

.02 Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and require modification of routes, and updates on routes of Contractor.

.03 The Contractor shall pick up all acceptable waste generated from a residential premise, provided the same is properly prepared, bagged, or stored for collection in garbage containers, or properly bundled, although bulky waste will not be required to be in garbage containers. Contractor shall also be required to pick up all acceptable brush and trees during the regular residential collection frequency provided that same are prepared according to specifications. Loose brush and tree stumps exceeding 50 pounds each may be disposed of by Contractor for a rate to be set by contractor and approved by City. At customer's request, rubbish, and brush and trees that are not contained in garbage containers or are not prepared and placed for collection in a bundle or a boxed bundle, may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be defined as a "pick-up truck load" or a specific cubic yard measurement.

2.02 Brush/Bulky Wastes Collection: The Contractor shall provide with residential waste collection, weekly service for brush/bulky wastes and/or bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.

2.03 Residential Recycling Collection:

.01 The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95-gallon (minimum) recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled "MATERIAL".

.02 Contractor shall provide free of charge extra recycling containers as requested by resident, to replace damaged, lost, or stolen bins. At onset of contract, Contractor will be responsible for delivering new recycling bin(s) and lids to each resident to replace those from current provider, if required.

.03 The collection of the recyclable materials shall occur at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than bin size, etc.

.04 Contractor shall also provide the City a recycling report detailing volume collected and participation rate on a monthly basis.

2.04 Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or containers as so designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

2.05 Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances. Contractor shall propose rates for unusual accumulations in its proposal.

3.00 COLLECTION OPERATION

3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 a.m. and shall generally not extend beyond 7:00 p.m. Refuse shall be placed at curbside by 7:00 a.m. on the designated collection day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor.

3.02 Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

3.03 Location of Bins, Bags, and Bundles for Collection: Each bag and/or container shall be placed at curbside for collection by 7:00 A.M. on the designated collection day. (See Curbside definition). When construction work is being performed in the right-of-way, bags and containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any waste not so placed.

3.04 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.

3.05 Holidays: The following shall be holidays for purposes of this Contract:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above- mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet its contractual obligations. NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the City to best accommodate the needs of the citizens.

3.06 Complaints:

- .01 Complaints shall be made directly to the City. Contractor shall promptly respond to all complaints. At a minimum, Contractor's complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and shall promptly provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Contractor shall collect any missed pickups of residential refuse the same business day if notification to the Contractor is provided by 2:00 p.m., and if Contractor is notified after 2 p.m., not later than 12:00 p.m. the next business day.
- .02 If the Contractor is unable to resolve a complaint within 36 hours, Contractor will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within 36 hours.
- .03 The City shall notify Contractor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint.
- .04 Contractor shall notify all customers about complaint procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collections, or procedures. The City and Contractor will work together to determine the most appropriate method of notification.
- .05 Contractor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.
- .06 For an unresolved complaint from a customer, the City's designated representative shall be responsible for deciding any disputes between the City, Contractor, and/or the customer as to the validity of the customer's complaint if the complaint arises from the Contractor's duties to collect a customer's refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential customer's container or bin as required herein. The decision of the City's designated representative on such matter shall be final and the parties agree to abide by said decision; provided, however, that when Contractor challenges any complaint or failure to perform under this Contract, the City's designated representative may request a joint inspection by a representative of the City and a representative of Contractor.

3.07 Collection-Equipment:

- .01 Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract.

- .02 Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.
- .03 Due to street size variations in the City, the Contractor shall provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. The Contractor will utilize lighter-capacity single-axle collection trucks for those routes identified by the City and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (i.e., on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.
- .04 All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number in a color and size so as to be legible from 150 feet. No advertising shall be permitted on vehicles.
- .05 All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract.
- .06 Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program shall be used.
- .07 The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City.
- .08 Contractor shall ensure that vehicles are washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a clean and sanitary condition.

3.08 Office: The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones, with a local or toll-free number for Alvarado residents and business representatives, and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

3.09 Point of Contact: All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the City's designated representative and by the City to the Contractor's District Manager. Each party agrees to provide the other with the name and phone number of the employee to be contacted after regular business hours should an emergency arise.

3.10 Lease Container: The Contractor may lease containers for waste storage to the owner or occupant of the Contractor's commercial customers. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number. Such containers shall be maintained in the City approved single color scheme.

3.11 Recycling Container: Contractor will provide each Residential Unit and Commercial Unit a container for recyclable materials. The containers will have a minimum capacity of 95 gallons and have lids for protection of paper materials from the weather or be plastic bags. Contractor shall provide free of charge extra recycling bins, as requested by the resident or the business or industrial customer, to replace damaged, lost, or stolen bins.

3.12 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the EPA. Contractor shall provide evidence of its right to use the landfill for the term of the Contract.

3.13 Spillage:

- .01 The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall leave proper notification to the customer at the premises to properly contain refuse.
- .02 The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection.
- .03 Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
- .04 If any customer maintains improper or inadequate containers for the nature, volume or weight of refuse to be removed from the premises, or if any customer improperly places debris or bulky items for collection, Contractor may refrain from collecting all or a portion of such refuse and shall notify the City and the customer that refuse has not been removed from his premises on the scheduled collection day; where no notice of non-collection or a change in collection schedule has been received from Contractor, the City may investigate. If the City determines that Contractor has failed to collect refuse from the premises without cause, Contractor shall collect same within 24 hours after a collection order is issued by the City.

3.14 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

3.15 Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or

when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

3.16 Inappropriate Recycling Materials: If Contractor's employees determine that the recyclable materials set out by the resident are unacceptable due to the inappropriateness of the materials, Contractor will leave the inappropriate materials in the recycling bin and attach a sticker explaining why the materials were rejected. Contractor is not required to collect recyclable materials mixed with garbage or rubbish normally collected by solid waste collection crews.

3.17 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency. Contractor shall notify City in the event Contractor becomes aware of any hazardous waste that has been placed for collection.

3.18 Employees:

- .01 Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
- .02 Contractor shall perform driving record checks of all drivers working within the City at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.
- .03 Contractor shall remove any driver with an unsafe driving record from working within the City.

3.19 Noise: Contractor shall make collections with a minimum of noise and disturbance to the household residents.

4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes and fees required by the City and the State or other governmental entity.

5.00 INDEMNITY

Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant, or subcontractor of Contractor, and their respective officers, agents employees, directors and

representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH SUITS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT. The

provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

5.01. It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this section(section 5), is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials employees, officers, directors, volunteers and representatives in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this Section and Section 7 shall survive the term of this Contract.

6.00 TERM

The term of service shall be five (5) years beginning July 1 2025, with up to three (3) renewal terms of five (5) years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional one-year period, the party shall give written notice to the other party not less than 120 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and, if so, shall approve the extension within 60 days.

7.00 INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and Contractor shall submit to the City evidence that the required insurance coverage evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

7.01 Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages:

Type Coverage	Per Occurrence Minimum	Aggregate minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000

Comprehensive Auto Liability Bodily Injury \$1,000,000 \$1,000,000	\$1,000,000	\$5,000,000
Comprehensive Auto Liability- Property Damage	\$500,000	\$1,000,000
Environmental Impairment/ Impact- sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

7.02 Additional Requirements for Insurance: Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. the liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader;
2. the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment of premium, only 15 days written notice to City is required;
4. the term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;

5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
6. all liability policies required herein shall be written with an “occurrence” basis coverage trigger; and
7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

8.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld as long as the City determines the proposed assignee meets the same financial stability, safety record, and customer service record as required in the Request for Proposals dated February 14, 2025. In the assignment, the assignee shall assume the liability of the Contractor provided that the Contractor shall remain liable and responsible to the City for any claims, violations of law, liability or damages arising during Contractor’s performance of the Contract.

9.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor’s collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer’s premises, whichever last occurs.

10.00 COMMERCIAL BILLING

The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to City a Franchise fee equal to 15% of the Contractor’s gross billings to commercial solid waste accounts for services rendered under the Contract with the City, said fees to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. The City reserves the right to increase the Franchise fee in the event that the City determines an increase is necessary to provide appropriate compensation for the impact of the Contractor’s use of the City streets.

11.00 REMUNERATION

11.01 Collection and Disposal Rates: The collection and disposal rates shall be as follows:

1. For collection of refuse and recycling service required to be performed, the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with section 12.02.
2. For special collections provided by the Contractor, the charges are to be negotiated between the Contractor and the City prior to collection.
3. For other collections specified by the Contractor in the Proposal, the rates set forth in the Proposal.
4. The refuse collection charges shall include all disposal cost.

11.02 Modification to Rates: Contract may request an increase in the fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations shall be as follows.

1. On July 1, 2027 or on July 1 of any year thereafter, Contractor may request an adjustment in rates. The rate request shall be based upon the change in the Consumer Price Index (CPI) each June (U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, All Items Less Food and Energy, Base Period 1982-84=100) from July 1 of the previous year. If the index specified above is discontinued, the parties shall agree by June 1 of the then-current year to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics (BLS) designates an index with a new title or code number or table number as being the continuation of the index cited herein, the new index shall be used.
2. If the above calculation does not result in an increase, the City Council will not consider an adjustment to the base rates. If the calculations result in an increase, the City Council may grant the increase based on CPI changes, not to exceed three percent (3%) maximum increase. Any increases shall become effective October 1 of the year the increase is granted.
3. Commencing July 1, 2027, in the event diesel gasoline prices increase by more than 15% in any quarter, the Contractor may request and the City Council will consider, approval of a fuel surcharge adjustment for rates. The amount of the fuel surcharge adjustment shall be applied subsequent to any applicable CPI adjustment. The City's designated representative shall review the surcharge and shall discontinue the surcharge when the conditions for the surcharge no longer exist. Extra cart fees are not subject to fuel surcharge adjustments.
4. Any proposed rate adjustment shall be submitted to the City as soon as practicable and be accompanied by adequate cost justification and documentation to allow for consideration by the City.

11.03 Billing Responsibility; Payments: The City shall be responsible for billing residential accounts and collecting payment from customers. The Contractor will be responsible for billing and collection of commercial or roll-off services, in accordance with the selected service alternatives.

11.04 Delinquent and Closed Accounts: The Contractor shall discontinue refuse collections service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Refuse Collection on the next regular scheduled collection day. The Contractor shall have the right to discontinue refuse collection service at any Commercial Unit delinquent in its payments.

11.05 Contractor's Billings to City: The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the (30) day following the end of the month. Such billing and payment shall be based on the price rates and

schedules set forth in the contract document. The Contractor shall be entitled to payment for services based on the City's collection receipts from its customers for such service.

11.06 Contractor shall quote a rate for service per resident unit per month. The City shall bill the Residential Units, and shall pay the Contractor based on the revenues received on a monthly basis.

11.07 Contractor shall quote rates for services to commercial and industrial units in compliance with the rates set forth in the Contract. Contractor shall bill commercial customers directly.

12.00 BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, or the party's designated representative, at the inspecting party's expense, upon reasonable advance notice.

13.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: 104 W. College Ave., Alvarado, Texas 76009 ATTN: City Secretary

If to the Contractor, at: ATTN: [TITLE]

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

14.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, or Act of God beyond the reasonable control of Contractor.

15.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

16.00 GOVERNING LAW AND VENUE

This Contract shall be construed and enforced in conformance with the laws of the State of Texas. Venue for any actions arising from or related to this Contract shall be in Tarrant County, Texas.

17.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of the Contract shall begin on July 1, 2025

18.00 MISCELLANEOUS PROVISIONS

18.01 Attorney's Fees: The prevailing party in the adjudication of any proceeding relating to this Agreement shall be authorized to recover its reasonable and necessary attorney's fees and shall not include damages set forth in Section 271.153 of the Texas Local Government Code.

18.02.1 Independent Contractor: Contractor is an independent contractor as to the work, duties and rights granted herein and neither Contractor, its agents, officers, or employees, or subcontractors is an employee of the City. The doctrine of respondent superior shall not apply between City and Contractor and nothing herein shall be construed as creating a partnership or joint enterprise between the parties hereto.

18.02.2 Construction: The parties agree that nothing in this Contract will be construed against the drafter, each party having had the opportunity to consult with counsel to review this Contract.

18.02.3 Contract Documents: The Contract shall include the following documents as though they were fully set forth verbatim in the Contract: the proposal, including all exhibits the rate sheets, and the requests for proposal, including any addendums.

19.00 SPECIAL PROVISIONS

19.01 Clean Up Events:

During the term of this Contract, Contractor agrees to provide support each year to the City for City sponsored events as follows:

1. Contractor shall annually, on each June 1 of the term of this Contract, pay City \$5,000.00 for support of City sponsored events.
2. Contractor shall provide up to eight (8) 30-yard roll-off containers free of charge for each City event. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notice to Contractor to schedule such events.

SECTION IV:

ATTACHMENT A

Estimated Number of Residential, Commercial and Industrial Units Serviced

As of February 2025

TYPE OF SERVICE	APPROXIMATE # OF UNITS
Residential	2,169
Commercial & Industrial	223
TOTAL	2,392

ATTACHMENT B

CITY OF ALVARADO CURRENT RATES

EFFECTIVE 8/01/2024

AMENDED "EXHIBIT A"
SOLID WASTE PRICING
RATE SCHEDULE

RESIDENTIAL CURBSIDE RATES

Residential Trash Collection (1 cart, once per week)	\$ 10.70
Monthly On-Call Bulk Collection (Up to 3 cubic yards)	included
*Residential Recycle Collection (1 cart, every other week)	\$ 3.59
*Residential Recycle Processing	\$ 0.87
Quarterly Landfill Access (1st Saturday of January, April, July, October)	
Total	\$ 15.16
Additional polycart (maximum 3 per home)	\$ 8.99

*Senior citizens have the privilege to opt-out of residential recycle collection and processing and the fees associated with this service. Application for qualification to opt-out of service must be made at Alvarado City Hall. Resident must be at least 65 years old, the homeowner and must reside at the address.

Optional Service - Off-schedule bulk collection is available for a fee. Residents must make arrangements directly with Republic Services and service will be quoted and pre-paid prior to collection. Minimum fee for this service is \$46.30 per collection for one truck hopper full of waste. Republic will not collect items that are too heavy to be safely loaded into collection vehicle, items that may damage collection vehicle or items that are not accepted at the landfill.

Commercial Curbside Collection

Commercial Curbside Trash (2 carts, once per week)	\$ 33.59
Commercial Recycle Collection (1 cart, every other week)	\$ 3.59
Commercial Recycle Processing	\$ 0.87
Total	\$ 38.05
Additional polycart/per month	\$ 8.99

Commercial Front Load Service

Container Size	1X week	2X week	3X week	4X week	5X week	Extra Lift
2 yard	\$ 80.20	\$ 126.98	\$ 173.75	\$ 220.55	\$ 265.06	\$ 38.39
3 yard	\$ 104.48	\$ 182.80	\$ 263.07	\$ 302.95	\$ 372.01	\$ 39.53
4 yard	\$ 132.60	\$ 227.00	\$ 325.45	\$ 365.36	\$ 447.75	\$ 49.40
6 yard	\$ 164.73	\$ 291.28	\$ 415.82	\$ 488.53	\$ 597.00	\$ 78.99
8 yard	\$ 218.95	\$ 365.62	\$ 512.26	\$ 616.90	\$ 752.92	\$ 96.82
Casters:	\$ 8.46				Locking Container	\$ 1.68
Extra Yardage	\$ 29.96	/yard			Removal/Delivery	\$ 29.96
Exchange Can:	\$ 126.27				Customer Damaged/ Burned Can	\$ 200.00

Industrial Roll Containers

SIZE	TYPE	Delivery / Relocate	Monthly Rental	Haul Rate/Load	Deposit/ Container
20 yard	Open Top	\$ 107.85	\$ 125.82	\$ 419.37	\$ -
30 yard	Open Top	\$ 107.85	\$ 125.82	\$ 509.24	\$ -
40 yard	Open Top	\$ 107.85	\$ 125.82	\$ 599.11	\$ -
30 yard	Compactor	Negotiable	Negotiable	\$ 615.87	n/a
35 yard	Compactor	Negotiable	Negotiable	\$ 694.95	n/a
40 yard	Compactor	Negotiable	Negotiable	\$ 774.05	n/a
42 yard	Compactor	Negotiable	Negotiable	\$ 806.41	n/a
Dry Run Fee:	\$ 107.85	Removal Fee:	\$ 107.85		
Relocate:	\$ 107.85	Washout	\$ 209.70	must be scheduled with a haul	

FRANCHISE FEE: 15% Commercial & Residential, 10% Industrial

Effective: 8/1/2024

SECTION V:

CONTRACTOR'S PROPOSAL FOR

SOLID WASTE COLLECTION AND RECYCLING SERVICES

The proposal amount is for a Base Bid including Franchise fees and/or billing fees with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to Franchise fees and/or billing fees. One rate will be established for the Customer, which is the Base Bid including Franchise fees and/or billing fees. The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Alvarado, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

Please complete the following based on Contractor's Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing

Contractor's Background and Experience:

Please describe your background and experience with providing residential solid waste and recycling collections services to public entities or cities. Please also identify the name of the entities or cities for which those services were provided.

Contractor's Resources:

Please list your resources, including total number of employees, number and location of offices and/or services center; number and types of equipment available to be assigned to this contract.

Contractor's Qualifications:

Please describe the number of professional qualifications, including municipal solid waste licenses and other pertinent certification and associations.

CONTRACTOR'S PROPOSED PLAN FOR SERVICE DELIVERY:

On a separate sheet labeled "Contractor's Proposed Plan for Service Delivery, please describe how each service will be accomplished and performed in the service area. Specifically:

- A. Describe the Methodology for Garbage Collection to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area
- B. Describe the plan to provide Recycling Collection Services to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area
- C. Provide the list of identified landfills, disposal sites and recycling centers the Contractor intends to utilize. Please state whether these are owned by the Contractor and provide evidence of the right to utilize the landfill for the purposes of this Contract for the term of the Contract and any extensions thereof.
- D. Provide a list of reserve equipment and personnel available to ensure timely delivery and completion of all services.
- E. Provide Implementation and Operations Plan, detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services.
- F. Describe the customer service office and procedures:
 - 1. Hours of operation
 - 2. Procedure for tracking vehicle
 - 3. Procedure for responding to request for service
 - 4. Identify the names of the contacts for the City
 - 5. Identify emergency contacts

RESIDENTIAL RATE SCHEDULE

BASE SERVICE (Residential):

- A. Automated Solid Waste Collection
Including Brush/Bulky Waste Collection Once per Week Collection, 96-Gallon Polycart provided
Per Unit Per Month \$ _____
Cost with Polycart provided \$ _____
- B. Recyclable Materials Collection & Processing
Once a Week Collection, 95-Gallon Polycart
Per Unit Per Month \$ _____
- C. Solid Waste and Recycling removal service at
City Facilities listed in Exhibit A \$ NO CHARGE

OPTIONAL SERVICES (Residential):

- 1. Household Hazardous Waste
 - a. City-paid Events
Contractor to propose a program similar to a
2x per year event and provide cost estimates \$ attach proposal
 - b. On-demand Service
Contractor to propose a program where residents
call in for HHW to be picked up at the house \$_____/pickup
 - c. Unusual Accumulation
Per Pickup
\$ _____
 - a. Construction Debris
Per Pickup
\$ _____
 - d. Contractor-paid Events
Contractor to propose a program as in 1a. for which contractor pays all costs
\$ attach proposal

e. On-Demand Household Hazardous Waste & E-Waste Collection

Contractor to propose a program for this type
of collection \$ attach proposal

f. Once per year cart cleaning

Per resident, trash & recycling bins \$ _____

OPTIONAL SERVICES (Commercial):

For each optional service, contractor shall provide the additional cost per unit, per month, as applicable. Contractor shall include in submittal the details of the proposed services. Pricing and descriptions of alternate offerings for optional services shall be included in submittal.

1. Recyclable Materials Collection & Processing

a. Commercial/Industrial

Once a Week Collection \$ attach proposal

b. Unusual Accumulation

Per Pickup \$ _____

c. Construction Debris

Per Pickup \$ _____

2. Recyclable Materials Collection & Processing

a. Apartment Complexes

Once a Week Collection \$ attach proposal

b. Unusual Accumulation

Per Pickup \$ _____

c. Construction Debris

Per Pickup \$ _____

COMMERCIAL RATE SCHEDULE

Commercial Hand Collection, Per 90 - 96 Gallon Polycart*

*List container specifications and warranty program provided in Exhibit E

Automated Collection Cost:

Once Per Week \$ _____

Two Carts Once Per Week \$ _____

COMMERCIAL HAND COLLECTION RATES							
<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
1 – 5 bags							
6 – 10 bags							
1 Polycart							
2 Polycarts							
3 Polycarts							

FRONT LOAD CONTAINER RATES							
<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
2 Cu Yd							
3 Cu Yd							
4 Cu Yd							
6 Cu Yd							
8 Cu Yd							

TEMPORARY FRONT- LOAD FOR RESIDENTIAL PURPOSES

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yard \$ _____

8 Cubic Yard \$ _____

Roll-Off Containers:

20 Cubic Yard Open Top Per Haul (Including Disposal) \$ _____

30 Cubic Yard Open Top Per Haul (Including Disposal) \$ _____

40 Cubic Yard Open Top Per Haul (Including Disposal) \$ _____

Delivery and Exchange \$ _____

Daily Container Rental \$ _____

Compactors:

6 Cubic Yard Per Haul (Including Disposal) \$ _____

8 Cubic Yard Per Haul (Including Disposal) \$ _____

20 Cubic Yard Per Haul (Including Disposal) \$ _____

30 Cubic Yard Per Haul (Including Disposal) \$ _____

35 Cubic Yard Per Haul (Including Disposal) \$ _____

40 Cubic Yard Per Haul (Including Disposal) \$ _____

EXHIBIT A

Estimate of City Facility Services to be Provided at No Charge

<u>Location Name</u>
City Hall
Public Works Facility
Fire Department
Administrative Building
Police Department
Library
Pecan Orchard?
Other Parks?

Polycarts for recyclables located at City Hall and serviced by residential routes.

CLEAN-UP EVENTS (x8)

Contractor shall provide up to eight (8) 30-yard roll-off containers free of charge for City events, as requested. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notice to Contractor to schedule such events.

EXHIBIT A-1

Additional Service – City Hazardous or Special Waste

E1: Hazardous or Special Waste

Once a Month Collection

On a separate sheet labeled “Additional Service – City Hazardous or Special Waste– Exhibit A1”. The Contractor will provide these services to the City on a cost per service basis. Also, in the event that the City’s containers are full and need a special disposal, the Contractor will accommodate the City when possible.

EXHIBIT B

Leased Equipment Rates

On a separate sheet labeled “Leased Equipment Rates – Exhibit B” please list out all equipment that the Contractor expects to make available to commercial customers and the lease price for each piece.

EXHIBIT C

Storm Debris/Emergency Response Supplemental Bulky Brush Collection

On a separate sheet labeled “Storm Debris/Emergency Response Supplemental Bulky Brush Collection – Exhibit C” please provide to City a proposal on a per ten (10) cubic yard basis for emergency or disaster response related to bulky brush pickup events.

EXHIBIT D

Optional Commercial Recycling

On a separate sheet labeled “Optional Commercial Recycling – Exhibit D” please include an attachment that provides information on available commercial recycling opportunities. Please include options for apartment complexes.

EXHIBIT E

Location of Business and Disposal Sites

On a separate sheet labeled “Location of Business – Exhibit E”, please provide to City a detail of where Contractor’s main business is located and the location from which the trucks will be dispatched for collections in the City. Also, please detail where the Solid Waste Disposal sites and Recyclable Processing Site is located.

EXHIBIT F

Polycart/Bin Specifications and Warranty

Contractor shall include the specifications and warranty of the residential polycarts/bins being proposed for recyclables. Specifications should include color, size, capacity, manufacturing process, hardware, etc. Any attachments, pictures, or other documentation relating to this item should be marked “Exhibit F”. The City of Alvarado reserves the right to examine samples.

EXHIBIT G

Customer Service Policy and Contact Information

Attach a copy of your company policy addressing Customer Service standards. Be certain this information includes company contact names and phone numbers and the hours they will be available. Documentation relating to this item should be marked “Exhibit G”.

DEVIATIONS TO SPECIFICATIONS

RFP #2025-001

SOLID WASTE COLLECTION AND RECYCLING SERVICES

NOTE: THIS PAGE MUST BE INCLUDED WITH YOUR PROPOSAL

EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

Please initial: _____

We have not made exceptions or deviations to specifications.

We have made exceptions or deviations to specifications. Please list exceptions/deviations in the space below.

We have not made exceptions to the Contract provisions

FIRM NAME: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF FIRM: _____

DATE: _____

SIGNER'S NAME AND TITLE: _____

In submitting this proposal, the Respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Alvarado.
2. The undersigned affirms he has familiarized himself/herself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be within 20 calendar days unless a different period is noted by the Respondent.
4. The undersigned affirms that he or she is duly authorized to execute this Contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Alvarado, and that the contents of this bid have not been communicated to any other Respondent or to any employee of the City of Alvarado prior to the official opening of this proposal.

5. The Respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council member, official, or employee of the City of Alvarado in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal.

6. The Respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.

7. The Respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.

8. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

9. The undersigned affirms that he/she has read and understands the specifications and any attachments contained in this proposal package.

10. The Contract is not valid until approved by City Council. When an award letter is issued, it becomes a part of this Contract.

NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE:

Signature Date Name Title: _____

Tel. No. Fax No.: _____

Email: _____

COMPANY IS:

Business included in a Corporate Income Tax Return? **YES / NO**

Corporation organized & existing under the laws of the State of Partnership consisting of Individual trading as Principal offices are in the city of _____

CONTRACTOR'S PROPOSAL

[Appropriate Acknowledgment must be completed]

CORPORATE ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

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

(Print Name) (Print Title)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20

.

Notary Public

My Commission expires: Seal

SINGLE ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20

.

Notary Public

My Commission expires: Seal

EXHIBIT B
PARTNERSHIP ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

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

(Print Name) (Print Title)

of a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that he or she was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20.

Notary Public My Commission expires:

Seal

INSURANCE REQUIREMENTS

1. All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:
 - a. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A.
 - b. Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - c. The Special Provisions Section shall state that the liability and worker's compensation policies have been endorsed to provide for waivers of subrogation, to provide that those policies are primary and non-contributory as to the City.
 - d. Liability policies shall be endorsed to provide the following:

- (1) Name as additional insured the City of Alvarado, their Officials, Agents, Employees and volunteers.
- (2) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- (3) 30 days' written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date, except that 10 days' notice may be given in the event the Contractor has not paid for renewal of its coverage prior to the expiration date.
- (4) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- (5) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- (6) Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate the contract agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than \$5,000,000 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$5,000,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Professional Errors and Omissions Insurance

Professional E&O Liability insurance with a minimum policy limit of \$1,000,000 is required under this Agreement.

[X] Worker's Compensation Coverage

Contractor agrees to maintain insurance for workers' compensation or self-insured employee coverage meeting the requirements established by the Tex. Worker's Comp. Act, Texas Labor Code in the amounts not less than \$1,000,000.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2****Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3**Name of local government officer with whom filer has an employment or business relationship.**_____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

4_____
Signature of person doing business with the governmental entity_____
Date

City of Alvarado

Request for Proposals (RFP) – SOLID WASTE AND RECYCLING SERVICES

Addendum #1

Date: February 19, 2025

This addendum serves to address questions received regarding the RFP. The responses provided below shall be considered part of the RFP and shall be included in all proposals submitted.

1. Residential Services – Pricing (Page 35)

a. Can you confirm you are seeking proposals on weekly bulk/bundled brush, or continue under the existing program of once per month on a specific schedule?

- The City will continue the existing program of **once per month** on a specific schedule. Thank you for identifying this discrepancy in the RFP.

b. Base Service (A) – Cost with Polycart Provided – Can you clarify what this line item is for?

- The polycart is **not optional**. The City assumes that the hauler will provide the polycart for trash service. Thank you for requesting clarification.

2. Commercial Customer Matrix

a. Can the City provide a matrix of commercial containers (quantity by size and frequency)?

Container Size	1X per Week	2X per Week	3X per Week	4X per Week	5X per Week	Total
2 CY	19	4	0	0	0	23
3 CY	9	4	3	0	0	16
4 CY	9	2	1	3	0	15
6 CY	8	11	2	0	0	21
8 CY	20	14	13	4	8	59
Total Containers	65	35	19	7	8	134

b. Does this matrix include any containers at City facilities provided at no charge?

- Yes, the matrix table above includes City facility containers that are provided at no charge. The table below lists City facilities receiving service at no charge:

Site Name	Size	Quantity	Service Level	Comments
City Hall	6YD	1	1X per week	
Fire Department	8YD	1	2X per week	

Cemetery	3YD	1	1X per week	
Other	6YD	1	1X per week	Trash
Other	96G	1	1X per week	Recycling Cart
Public Works/Police	8YD	1	2X per week	
Library	4YD	1	1X per week	Trash
Library	2YD	1	1X per week	Recycling Dumpster
Admin Building	2YD	1	1X per week	Trash
Admin Building	96G	TBD	TBD	

3. Roll-Off Hauls (Past 12 Months)

a. Can the City provide the number of roll-off hauls completed by the current contractor over the last 12 months?

- A total of **109 roll-off hauls** were completed by the contractor in the past 12 months.
- This includes **4 hauls completed for the City at no charge**.

4. Residential Solid Waste & Recycling Tonnage (Past 12 Months)

Category	Tonnage
Recycling	316
Municipal Solid Waste	2,392
Households Served	2,169
Extra Carts Billed	204

5. Temporary Roll-Off Containers

a. Are temporary roll-off containers included in this contract?

- **No.** Temporary roll-off containers are **not included** in this contract. Temporary roll-offs will be Open Market.

6. Additional Roll-Off Hauls at No Charge

a. Does the City receive any roll-off hauls at no charge, excluding the two cleanup events (8 hauls per event)?

- **No.** In the past, the only roll-off hauls provided at no charge have been for the two annual cleanup events, but we plan on using roll-offs for approximately 3-5 events this next year.

7. Extra Trash Carts

a. Can the City provide the number of extra trash carts being billed to residents?

- A total of **204 extra trash carts** are being billed to residents.

8. Performance Bond

a. Is a performance bond required for this contract? If so, how much?

- Yes, Contractor agrees that upon the execution of the Contract and before beginning work, it shall make, execute and deliver to the City a good and sufficient surety bond in a form furnished by the City, to secure the faithful performance of the terms and conditions herein. Such bond shall be in the amount of three hundred thousand dollars (\$300,000.00), and signed by the president or general officer of Contractor, together with the signature of the corporate secretary and the corporate seal. The surety shall be a surety company duly authorized to do business in the State of Texas, and approved by the City.

Acknowledgment of Addendum

All bidders must acknowledge receipt of this addendum by signing below and including this page in the proposal submission.

Authorized Representative:

Company Name:

Signature:

Date:

City of Alvarado

Request for Proposals (RFP) – SOLID WASTE AND RECYCLING SERVICES Addendum #2

Date: February 21, 2025

This addendum serves to address questions received regarding the RFP. The responses provided below shall be considered part of the RFP and shall be included in all proposals submitted.

Question: Our fleet consists of rear-load trucks. Would the city be open to this method of collection?

Answer: The City is open to considering rear-loading trucks only if the price is lower than other available options. Our residents are accustomed to automated trucks, and regardless of the collection method proposed, carts must be included in the service.

Acknowledgment of Addendum

All bidders must acknowledge receipt of this addendum by signing below and including this page in the proposal submission.

Authorized Representative: Company Name: Signature: Date:

City of Alvarado

Request for Proposals (RFP) – 2025-001

Addendum #3

Date: Monday, February 24, 2025

This addendum serves to address additional questions received regarding the RFP. The responses provided below shall be considered part of the RFP and should be included in all proposals submitted.

1. What is the anticipated home count growth for the next five years?

The City anticipates approximately 1,600 new homes over the next five years. While there are approximately 5,000 homes in the development pipeline, the actual number completed within this period will depend on market conditions and developer timelines.

2. Is Alvarado ISD included in this RFP?

Only Alvarado ISD buildings located within the City limits are eligible to participate in the City's solid waste contract.

3. The incumbent rate sheet states that resident landfill access is currently quarterly. Will the new agreement change this to yearly?

No, landfill access should be available to residents for free a total of 4 times per year, up to 4 cubic yards, and a discount for any amount over 4 cubic yards.

4. Section III, 3.07.03 states that a smaller single-axle collection vehicle is required for certain streets. Can the City provide a map of these streets and an estimated home count?

After consulting with the current contractor, it has been determined that a smaller single-axle collection vehicle is not currently needed. If this requirement changes in the future, the City may discuss a contract amendment with the contractor. Therefore, the City will not be requiring a smaller single-axle collection vehicle at this time.

5. What is the current count for handicap stops?

The current contractor has documented approximately 10 accessible stops at this time.

6. Can the City provide a commercial services matrix, including the quantity of containers, carts, service frequency, and size?

Yes, this information was provided in **Addendum #1**.

7. Can the City provide a roll-off service matrix, including container sizes, quantities, and service schedules?

There is no set matrix for industrial roll-offs, as these services are provided on an on-call basis. However, in the past 12 months, the contractor has completed 109 roll-off hauls, including 4 hauls at no charge for the City.

8. What is the service frequency for bulk/bundled brush collection?

Bulk/bundled brush collection will occur once per month per household. Additionally, the allowed volume will be increased from 2 cubic yards to 3 cubic yards per month.

9. Will a performance or bid bond be required?

Yes, a performance bond is required. Upon contract execution and before work begins, the contractor must provide a surety bond in the amount of \$300,000 to ensure compliance with contract terms. The bond must be executed by a surety company authorized to do business in Texas and must be approved by the City.

10. Can the City provide commercial tonnage data?

Yes, the total commercial tonnage is 2,359 tons.

11. Can the City provide the number and size of compactors/permanent roll-off accounts?

Currently, there is one 40-yard compactor in use.

12. Are all temporary roll-offs/open tops Open Market, or just construction-related containers?

All temporary roll-offs/open tops will be Open Market, not just construction-related containers.

13. Can you clarify for Commercial hand collection under Commercial Rate Schedule, is it cart only? We thought yes. However, on the rate sheet there are two lined for bags.

Yes, carts only. Thank you for asking for clarification.

14. The City stated that 109 roll-off hauls were completed in the past 12 months. Can you confirm if this number includes both permanent and temporary roll-offs? If so, is there a breakdown?

Yes, the 109 roll-off hauls include both permanent and temporary roll-offs. However, the City does not have a breakdown by customer type at this time.

15. Does the RFP submission require a completed Certificate of Insurance (COI), or is a sample COI sufficient?

A sample COI demonstrating coverage is acceptable at the time of RFP submission. A fully executed COI will be required once the contract is awarded.

16. Will the City accept a Bondability Letter in the RFP submission instead of a performance bond?

Yes, a Bondability Letter may be included in the RFP submission.

17. Does the City need 8 roll-offs for its bi-annual cleanup events each year?

After consulting with the current contractor, it has been determined that only 4 roll-offs are typically needed per year—2 at each clean up event. To better reflect actual needs while allowing for future growth, the City has decided to reduce the number of roll-offs for each cleanup event from 8 per event to 4 per event.

18. Residents currently receive 4 free drop-offs at the landfill. Are you sure you want to decrease this to 1 drop-off?

After further consideration, the City has decided to maintain 4 free drop-offs per year per resident, with a limit of up to 4 cubic yards per drop-off. Additionally, the selected contractor should offer a discounted rate for any excess volume beyond 4 cubic yards.

19. Residents currently receive 3 cubic yards per month for bulk and bundled brush. Are you sure you want to decrease this to 2 cubic yards?

No, after further consideration, the City has decided to maintain the current service level of up to 3 cubic yards per month.

20. Does the City require free roll-off containers for construction and renovation projects?

Yes, but the City will limit this to one (1) roll-off per year, up to a 30-yard container.

21. Should the term "Industrial Unit" be omitted from Page 16, Section 1.19?

Yes, the term "Industrial Unit" should be omitted from this section.

22. Should the "Take All Service" requirement be removed from Page 18, Section 1.41?

Yes, this section may be omitted, as "take all" service is not required per other sections of the RFP.

23. Will the contractor be responsible for providing new recycling carts to residents at no charge?

Yes, if a cart is lost, stolen, or damaged, up to a reasonable number of replacements.

24. Will permanent roll-offs be included in the contract?

Yes, permanent roll-offs will be included in the contract. (Only temporary roll-offs will be open market.)

25. Will the first year of the contract be 2025, with rate adjustments beginning in 2026?

Yes, 2025 will be year one, and the first rate adjustment may occur in 2026.

26. Will the City continue using the CPI Index (Water, Sewer, Trash), and will the annual rate adjustment remain on the contract effective date?

Yes, the City will continue using the CPI Index (Water, Sewer, Trash), **not** CPI-U (all), and the annual rate adjustment will take effect on the contract anniversary date each year.

27. Will the City consider retaining the current language regarding bad debt responsibility?

Yes, the City agrees to retain the current language where the City owns the residential bad debt, and the contractor assumes responsibility for the commercial bad debt.

28. Can the \$5,000 annual contribution to City-sponsored events be allocated flexibly throughout the year instead of all at one time?

Yes, the City is open to negotiating how and when the \$5,000 annual contribution is allocated, as long as the total remains \$5,000 per year.

29. Can the City remove the 3% cap on CPI increases?

Yes, the City will remove the 3% cap on CPI increases.

City of Alvarado

Request for Proposals (RFP) – 2025-001

Addendum #4

Date: Tuesday, February 25, 2025

This addendum serves to address additional questions received regarding the RFP. The responses provided below shall be considered part of the RFP and should be included in all proposals submitted.

Question: Section 3.11 - Recycling Container

"Contractor will provide each Residential Unit and Commercial Unit a container for recyclable materials. The containers will have a minimum capacity of 95 gallons and have lids for protection of paper materials from the weather or be plastic bags. Contractor shall provide free of charge extra recycling bins, as requested by the resident or the business or industrial customer, to replace damaged, lost, or stolen bins."

Clarification: There are not many commercial recycling containers within the city limits currently. Is the contractor expected to provide recycling collection services for all commercial units, or do they have the exclusive right to provide recycling services only if requested?

Response:

The City expects the contractor to provide commercial recycling containers only upon request. If a recycling container is considered "permanent" (i.e., assigned to an ongoing service at a commercial property), it falls under the exclusivity of the contract. However, if the recycling container is "temporary" (i.e., short-term or for a special purpose), it is available through the open market and is not exclusive to the contractor.

Question: Section 3.15 - Protection from Scattering

"Each vehicle shall be equipped with a cover which may be a net with mesh not greater than one and one-half (1-1/2) inches, a tarpaulin, or a fully enclosed metal top to prevent leakage, blowing, or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose."

Clarification: Commercial and industrial trucks are fitted with covers, but residential collection trucks use a drop-down hopper and do not have a net. Are these vehicles excluded from the cover requirement?

Response:

If the mechanism used (such as a drop-down hopper) effectively prevents materials from scattering, a mesh net may not be required for residential collection vehicles. However, the contractor should ensure that the hopper design sufficiently contains refuse and prevents scattering in all operational conditions.

Acknowledgment of Addendum

All bidders must acknowledge receipt of this addendum by signing below and including this page in the proposal submission.

Authorized Representative:**Company Name:****Signature:****Date:**



**Request for Proposals
Solid Waste and Recycling Services
RFP # 2025-001**

Monday, March 3, 2025



CommunityWasteDisposal.com
Since 1984



February 28, 2025

City of Alvarado
Attn: Hillary Cromer
Director of Economic Development
104 W. College Ave.
Alvarado, Texas 76009

RE: Request for Proposals - Solid Waste & Recycling Services RFP #2025-001

Dear Ms. Cromer:

Community Waste Disposal (CWD) is pleased to have the opportunity to provide the attached proposal for the City of Alvarado Residential and Commercial Solid Waste and Recycling Collection Services.

CWD agrees to be bound by the proposal submitted and to provide the services specified. We further agree that the proposal is a firm and irrevocable offer for ninety (90) days. All content and pricing listed in this proposal are based on information provided to CWD exclusively through this request for a quote process. CWD will use the basis of the proposal submitted to negotiate a mutually agreed contract for an initial term of three (3) or five (5) years and a mutually agreed optional extension.

Community Waste Disposal is the largest independently owned solid waste and recycling company in North Texas. Solid waste, as well as recycling collection, is our business. From the onset in 1984, CWD has prided itself in being the most innovative company when it comes to designing programs that best fit our customers' needs. We employ more than 500 dedicated men and women, many of whom have been with CWD for five or more years. We operate 195+ collection vehicles (97% are Compressed Natural Gas) that are maintained by our on-site truck shop and CNG fueling stations.

CWD is 100% privately owned and operated, we do not operate under the best interest of private equity firms, corporate shareholders or answer to a board of directors, only our customers. With CWD, you will not be the recipient of some corporate initiative or restructuring, but rather a personalized approach and service that is catered to the needs of the customers in your City.

CWD strives for excellence in doing what we do best, and our focus on our service area provides great benefits for our customers. Due to our longevity, it should be obvious that we are not interested in building a solid waste and recycling company in a hurry in order to sell it and depart from the industry. We are still in business because we offer what the other solid waste haulers cannot: Personalized programs where value is placed on building lasting partnerships with our customers.

2010 California Crossing Road
Dallas, Texas 75220-2310
Ph 972.392.9300 Fax 972.392.9301

We attribute CWD's ability to control the quality of service and cost of doing business due to several strategic decisions we have made:

1. One Central Location

- By operating out of a single location at 2010 California Crossing Road in Dallas, CWD has complete visibility over the entire operation. Managing multiple sites creates barriers to truly gauge the quality of service across the Metroplex. CWD owns 25+ acres at our location and houses every aspect of the operation.

2. No Call Center

- CWD's Customer Service Department is housed directly below the owners of the company and this gives us transparency and control over the quality of service. The City can rest assured that no calls will be answered in a different state that services 100+ cities.

3. Leveraging Technology

- CWD utilizes Third Eye Service and Safety Verification on all new vehicles to monitor drivers while they are on route. This state-of-the-art technology gives CWD operations complete visibility over every aspect of the driver's day, from video service verification to safety monitoring.

4. Privately Owned and Operated – No Shareholders, No Private Equity

- CWD is the largest independently owned waste company in North Texas and the only area company to achieve this all through organic growth. CWD has never purchased another company or changed the company name in the 40 years of operating. According to the July 25, 2024 article by *Waste Today Magazine*, CWD is the 22nd largest waste hauler in the United States based on 2023 revenue. Large enough to make an impact but small enough for you to reach a decision maker.

5. No Subcontractors | No Temporary Staffing Agencies

- CWD does not utilize any subcontractors for routine collections, giving us greater control over the quality of the work being completed.

6. Investing in Our Employees

- Since CWD was established in 1984, Greg Roemer has operated CWD with the day-to-day employees in mind. We are able to eliminate the need for subcontractors and temporary staffing agencies by investing in our employees through several programs that include:
 - i. Quarterly Profit Sharing – employees earn up to 8% of prior twelve months earnings. Program has paid out over \$16,000,000 since its inception.
 - ii. Hiring, Referral and Safety Bonuses – CWD employees have several avenues to obtain different bonuses such as: clean DOT safety inspections (\$1,000), referral / hiring bonuses (up to \$5,000) and attending weekly safety meetings.
 - iii. Competitive Incentive Based Pay
 - iv. Major Medical Coverage, 401k Matching and other Industry Leading Programs

We appreciate the City of Alvarado's decision to include CWD in proposals for solid waste and recycling services. CWD is uniquely positioned in the North Texas markets to provide precisely the service that the City currently has and is looking to continue. We are confident the competitive proposal that has been submitted by CWD will show the City our interest in this partnership.

Sincerely,



Jason Roemer
President | Community Waste Disposal, L.P.
jroemer@cwd.to | 214.418.5017



Confidential Information

CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their proposal content and all associated discussion information to be exempt from public disclosure. CWD requests this information is exempt from Public Records and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

2010 California Crossing Road
Dallas, Texas 75220-2310
Phone 972.392.9300
Fax 972.392.9301

Performance Bond Letter

The required Performance Bond will be issued through MBHT, Inc.

No surety or bonding company has ever been required to perform upon the default of CWD or any related subsidiary, parent, or affiliated company.

Neither CWD nor any related subsidiary, parent, or affiliated company has ever filed for bankruptcy protection and is not presently a debtor in a bankruptcy action.



CWD's Insurance Information

Following are Community Waste Disposal, L. P.'s (CWD) Certificates of Insurance:





COMMWAS-02

RIVERAMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): (407) 788-3000 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS:
INSURED Community Waste Disposal, L.P. 2010 California Crossing Rd. Dallas, TX 75220	INSURER(S) AFFORDING COVERAGE INSURER A : National Interstate Insurance Company 32620 INSURER B : Oxford Insurance Company NC LLC 16817 INSURER C : RSUI Indemnity Company 22314 INSURER D : Starstone Specialty Insurance Company 44776 INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CWG834000103	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CWA834000101	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		52122NC	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability		NHA104970	11/1/2023	11/1/2024	Aggregate 4,000,000
D	Excess Liability		71978W230ALI	11/2/2023	11/1/2024	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Auto Physical Damage Policy No: 03125754 Effective 11/1/2023 - 11/1/2024 - Allied World Insurance Company.

Comprehensive and Collision Deductibles: \$50,000/\$50,000

Contractors Pollution Liability Policy Number: G7254142A003 Effective 11/1/2023-11/1/2024- Westchester Surplus Lines Insurance Company - Limits of Insurance: \$5,000,000 General Aggregate, \$4,000,000 Contractors Pollution Liability - Each Pollution Condition, Deductible \$25,000

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Sample Only For Bid Purposes 2010 California Crossing Rd Dallas, TX 75220	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1900 West Loop South Suite 1600 Houston TX 77027	CONTACT NAME: Nicole Harris PHONE (A/C, No, Ext): 281-655-6754 E-MAIL ADDRESS: nicole_harris@ajg.com FAX (A/C, No):														
INSURED Community Waste Disposal, L. P. 2010 California Crossing Dallas, TX 75220	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Texas Mutual Insurance Company	22945	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 710861653

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ N/A	0001110345	11/1/2023	11/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation added in favor of Certificate Holder as required by written contract with the named insured. (WC42 03 04B) 30 Day Notice of Cancellation applies except for 10 day notice for non-payment of premium as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

BID SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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City of Alvarado – Executive Summary

Solid Waste, Recycle and Bulk Service for Residential Units

CWD has provided a base proposal that offers once per week collection of CWD provided, brand new, 95-gallon trash AND recycle carts and once per month three (3) cubic yards of bulk and unlimited tied & bundled brush collection to each resident, utilizing 2019 or newer, CNG Fully Automated Side Load Vehicles (trash) and CNG Rear Load Vehicle (bulk)

Solid Waste	Recycle	Bulk and Tied & Bundled Brush	Rate Per Home Per Month
1xWeek CWD 95g Cart	1xWeek CWD 95g Cart	1xMonth 3 cubic yards bulk Unlimited tied & bundled brush	\$20.10



CWD will utilize Side Load vehicle for the trash and recycle collection

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City of Alvarado – Executive Summary

Residential Door-side Household Hazardous Waste and Used Electronics Collection

is an additional service CWD provides to residents so that home-generated waste, including household hazardous waste, can be safely and easily disposed of or recycled. Door-side collection is an effective avenue to encourage participation by those who cannot, or will not, drive to events or drop-off locations. Upon request, CWD will provide all residents Door-side HHW & Used Electronics Collection services and will provide a collection kit, instructions, and a collection date to the resident. *All HHW material is processed at CWD's TCEQ certified facility at 2010 California Crossing Rd, Dallas, TX 75220*



HOUSEHOLD HAZARDOUS WASTE & USED ELECTRONICS
RESIDENTIAL DOOR-SIDE COLLECTION PROGRAM

THANK YOU for caring enough to properly dispose of your leftover household hazardous waste materials, including used electronics.

Customer Service
972.392.9300
Option 2

Monday-Friday
8:00 AM - 5:00 PM

Saturday
8:00 AM - 2:00 PM

1 **Collection Kit**
The kit is comprised of a 30-gallon plastic bag, instruction sheet, and labels for unmarked containers.

2 **Collection Bag**
For unmarked containers, use the provided labels to denote the contents. Put labeled items in the bag, but please do not overfill it. Electronics, auto batteries and fluorescent bulbs must be placed in cardboard boxes next to the filled bag.

3 **Collection Day**
Place the secured bag near your entrance door, garage or other area near the front of your home. Do not place the bag in or near an alley, at the curb or in the street. Do not allow children or pets access to the bag. Ensure the bag is out by 7:00 am on your scheduled day and is visible from the street.

Your collection date is _____

Door-Side Collection - HHW & Used Electronics 10/20/2022

ACCEPTABLE ITEMS

Poison	Thermometers (No Mercury)	Auto Batteries (Up to Five)
Solvent	Fungicide	Fluorescent Straight Tubes, CFLs (Combined Total of No More than Five)
Oil-based & Latex Paint	Metal Polish	Flat Screen Television (One Only)
Aerosols	Moth Balls	Used Electronic Waste
Cleaners	Crocodile	Fire Extinguisher (One Only)
Gasoline	Used Motor Oil	
Antifreeze		

All liquids must be in sealed, labeled containers of five gallons or less.

UNACCEPTABLE ITEMS

Sharps (including needles and syringes placed into a sealed rigid plastic container)

Medicine

CRTs

Ammunition

Explosives

Tires

Asbestos

Any Materials In Unlabeled or Leaking Containers

Bulky Items (Stubs/Pipes/Chimneys, Lamps, Appliances, etc.)

SAFETY REMINDERS

- Never mix materials; there may be an adverse chemical reaction!
- Keep materials in their original containers whenever possible.
- Always seal containers to prevent leakage.
- Label any items that are not already clearly marked.

LIMITS

The maximum quantity of waste items to be collected is limited to what will fit in the bag, with the exception of up to five (5) auto batteries, five (5) fluorescent tubes and/or CFLs, and limited consumer electronics outside the bag.

Individual items or bags may not weigh more than 40 pounds.
Combined items should not exceed one (1) cubic yard.

972.392.9300
Monday-Friday 8:00 AM - 5:00 PM
Saturday 8:00 AM - 2:00 PM

COMMON ELIGIBLE ITEMS

Household Hazardous Waste (HHW): Aerosols, Antifreeze, Antiknock (Antiknock), Automotive Products (Antifreeze, Motor Oil, etc.), Batteries (Automotive/Household), Cleaners/Wax, Flammable, Lubricant (Oil), Paint, Personal Products, Poison (Household/Garden)

Used Electronic Waste: Flat Screen Television, CPU, Laptop, Handheld Computer, Keyboard, Printer, Mouse, Cable, CD-ROM, Remote Control, Calculator, VCR, CD Player, Stereo, Scanner, House Phone

GENERAL GUIDELINES

- Place your household hazardous waste **INSIDE** the bag to a **MAXIMUM** of 40 lbs. **DO NOT OVERFILL THE BAG.**
- Use only the bag provided to you.
- The bag must be closed securely.
- Do not drag the bag.
- Place all electronics, auto batteries, and fluorescent bulbs in cardboard boxes **OUTSIDE** the bag. Wrap fluorescent tubes together with tape if you are disposing of more than one. If available, use the original packaging to hold the tubes and stand them up to prevent breakage.

Service Type

On-call Door-side HHW and Used Electronics
(1xMonth)

Per Home Per Month
In addition to trash/recycle option

\$1.00

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Free City Services



CWD has a wide range of commercial services, with containers varying in size from two to forty cubic yards.



Description	Frequency	Service	Cost Per Home Per Month (included in proposal pricing)
Clean Up Events	2xYear	16-30yd roll off hauls per year (8 per event)	\$0.09
City Front Load Trash Services	Weekly	Front load trash service at City Facilities identified in Exhibit A Recycle cart service as needed 1xWeek	-
Performance Bond	Annual	\$300,000	\$0.15
Annual Donation	Annual	\$5,000	\$0.19

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City of Alvarado – Executive Summary

At CWD, we purchase nothing but the latest, highest quality equipment. For the Alvarado contract, all trucks will be Compressed Natural Gas (CNG).

Equally important, each route truck is equipped with extra axles to ensure they are GVW compliant. Due to the reduction of weight per square inch per tire this can save the City hundreds of thousands of dollars in street repairs.

The following 2019 or newer models will be utilized for this contract.



1 – CNG Fully Automated Side-Load
GVW Compliant Trash/Recycle Trucks

Value - \$495,000

5,000– 95-Gallon Trash & Recycle Carts

Value - \$325,000



134– Commercial Front Load Dumpsters

Value - \$268,000

Grand Total - \$1,088,000

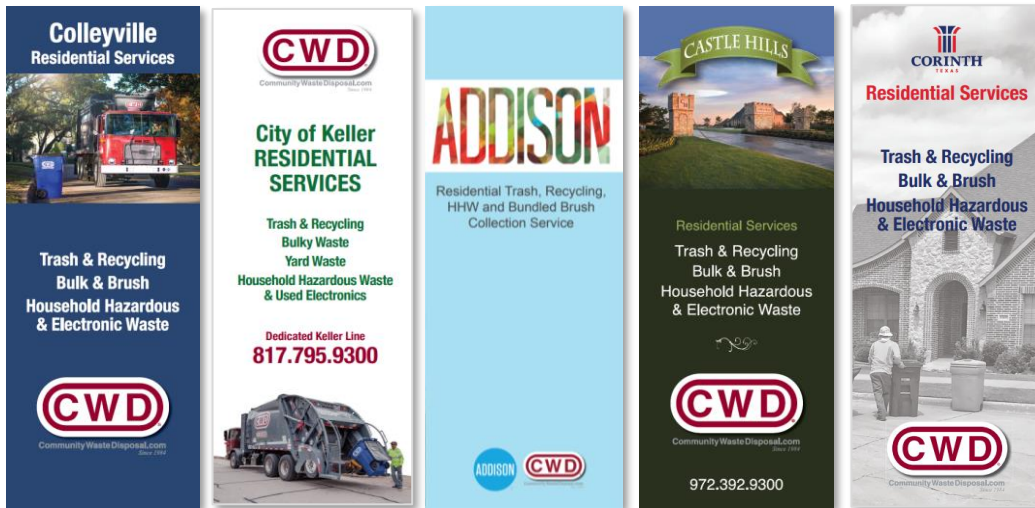
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City of Alvarado – Executive Summary

Startup Campaigns & Communication

When choosing a new waste disposal company, reviewing the startup plan is a must. In recent years, CWD has successfully implemented its award-winning services in several communities. CWD will develop a full color service brochure that explains services provided (specific to City of Alvarado), collection days, and how to reach us with questions.



Examples of CWD brochures for startup campaigns

CWD's **in-house graphic designer** can also create service specific graphics to be used on social media and utility bills to educate residents on collection guidelines and best practices.



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City of Alvarado – Executive Summary

CWD Vehicle Technology



3rd Eye Video Safety System, Live GPS Tracking & Video Service Verification

The 3rd Eye video-based safety program and transportation intelligence platform transform fleet performance. The 3rd Eye system utilizes a combination of video footage, driver intelligence, and personalized performance profiles to provide a comprehensive view of risky driver behavior.

Live GPS Tracking and Breadcrumb Trails

CWD will utilize GPS tracking through 3rd Eye's integrated truck system on collection vehicles used for this contract. GPS breadcrumb trails are made instantly available to CWD and City Staff to see exactly where the trucks servicing the City are and where they have already been that day.

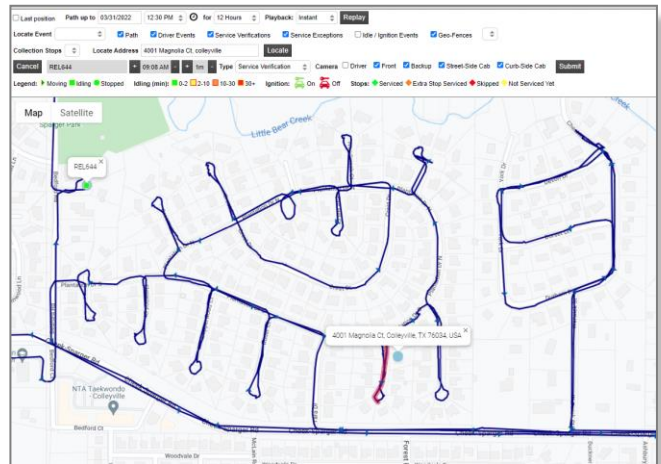
Continuous Video Recording and Service Verification

In addition to the 3rd Eye Safety Monitoring and Live GPS capabilities, CWD trucks servicing the City will be equipped with their Verif-Eye Service Confirmation System. Each collection truck is equipped with 4-6 cameras (depending on type) and the Verif-Eye system allows for those cameras to be continuously recording throughout the day. In the back office, CWD employees and managers have the ability to search by address and submit a request for a 1–5-minute video. There is no charge for the video request and the media link to the video is provided typically within minutes.

CWD will grant the City access to Live GPS tracking of all vehicles used in this contract



Example of an on-demand service verification video



Example of 3rd Eye GPS breadcrumb trail of a Colleyville residential driver

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City of Alvarado – Executive Summary

Residential Construction Debris

The CWD Residential Roll Off is ideal for residential clean up. The vehicle is smaller and lighter than large industrial roll off trucks, making it more suited for residential driveways and surrounding property.

The 12 cubic yard container is low to the ground and easy to load. For just **\$500.00** the resident will receive:

- Container Delivery
- One Weeks Rental
- One Haul (includes disposal)

CWD will invoice the user.



Single Axle light weight vehicle is sized for residential properties

12-yard container is easy to load



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City of Alvarado – Executive Summary

Storm Debris Management Program:

At the City's request, CWD will dispatch crews to provide swift Storm Debris Management (SDM). Depending on the damage or size of the storm, CWD will deploy one or both of the following SDM Teams:

Team 1: Rear Load and Boom Trucks:

This team will consist of 2 trucks and 3 CWD employees. Rear load crews are excellent for bulky waste items or narrow residential streets, whereas Boom Trucks excel at quickly collecting fallen trees and brush piles with a lift arm. Under CWD's supervision, up to 59 trucks and crews can be dispatched on Saturdays and Sundays. The charge is **\$260.00** per truck hour plus disposal or **\$15.00** per cubic yard plus disposal.



On short notice, CWD will deploy SDM crews



Team 2: Open Tops and Bobcats:

Again, CWD employees will provide and operate bobcats to load CWD open tops. This system is excellent for demolition of large structures. In a most recent tornado event, CWD members of Team 2 cleared over 1,520 yards of debris in just 133 hours. The charge is **\$125.00** per bobcat hour plus standard roll off open top haul rate.



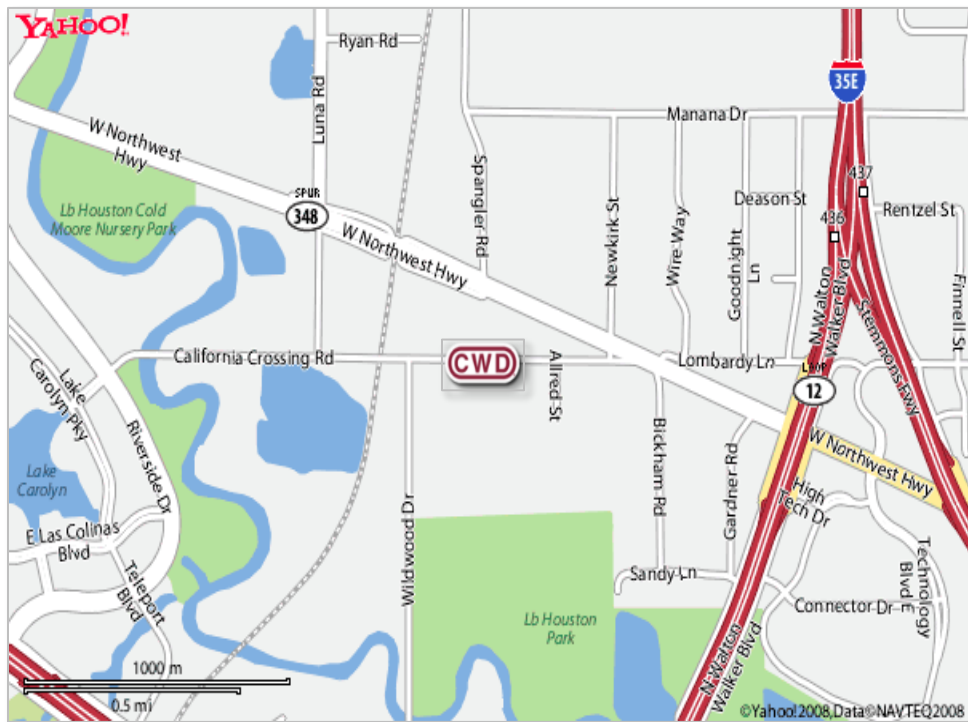
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Transfer Station

Landfills are often located far away and in undesirable areas. Additionally, the roads in and out are seldom paved and are often laden with scattered debris; not the place for a homeowner and their personal vehicle! By contrast, CWD owns and operates a registered transfer station at 2010 California Crossing Rd., Dallas, Texas 75220. The area is solid concrete, well lighted, security accessed, and completely camera-monitored, 24/7. City residents will have access to this facility for their residential disposal needs.



City of Alvarado residents will have access to CWD's transfer station up to once (1) per month to dispose of up to 4CY of bulky waste or brush.

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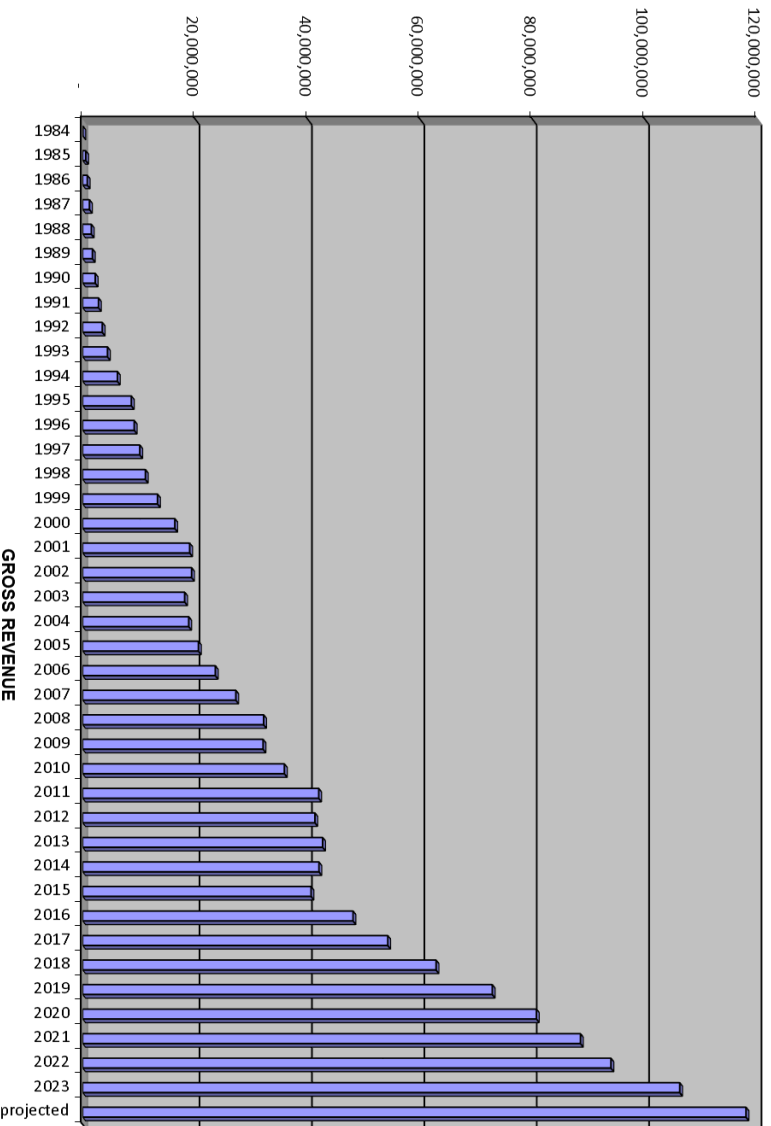
City of Alvarado – Executive Summary

Landfill Availability:

Some of the D/FW area landfill owners would like the public to believe that there is a shortage of disposal space. The suggested conclusion implies that if you don't do business with a landfill owner, you may someday be without a site on which to dispose of your trash. In the foreseeable future, nothing could be farther from the truth. In fact, the ability to divert large volumes of monthly tonnage at any one of D/FW's 16 disposal sites allows for competitive bidding, resulting in lower disposal rates. Within 50 miles of CWD's refuse transfer station is disposal capacity totaling "784 remaining" years, assuring you, the customer, cost effective disposal options.

CWD Organic Growth

CWD is the largest independently owned waste company in North Texas and the only area company to achieve this all through organic growth. CWD has never purchased another company or changed the company name in the 40 years of operating. According to the July 25, 2024 article by Waste Today Magazine, CWD is the 22nd largest waste hauler in the United States based on 2023 revenue. Large enough to make an impact but small enough for you to reach a decision maker.



Community Waste Disposal.com

February 14, 2025 REQUEST FOR PROPOSALS

SOLID WASTE AND RECYCLING SERVICES RFP # 2025-001

Questions Deadline: February 24, 2025, 2:00 PM, CST

Proposals Due: March 3, 2025, 2:00 PM, CST

Proposals for the services specified will be received by the City of Alvarado until the date and time as indicated above. Please submit one (1) original proposal, five (5) copies of the proposal in hard copy only, and one (1) copy of the proposal in pdf format on a flash drive.

Delivery and Mailing Address:

City of Alvarado

Attn: Hillary Cromer

104 W. College Ave.

Alvarado, Texas 76009

Late submissions will not be considered. Proposals must be submitted with the RFP number or marked "Solid Waste RFP" and the Contractor's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

CONTRACTORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this RFP contact: Hillary Cromer

817-790-3351

NO QUESTIONS OR COMMUNICATION SHOULD BE DIRECTED TO ANY ELECTED OFFICIALS OR OTHER CITY EMPLOYEES.

Please note that all submissions must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and will be returned unopened.

CALENDAR OF EVENTS

SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS

Date	Event
Saturday, February 15, 2025	1st Public Notice accepting bids and date they will be publicly opened.
Thursday, February 14, 2025	Post on the Website
Thursday, February 20, 2025	2nd Public Notice
Monday, February 24, 2025	Questions due by 2:00 p.m.
Monday, March 3, 2025	Sealed Proposals due from Vendors at 2:00 p.m. Bids publicly opened at 2:30 p.m. at 104 W. College Ave., Alvarado, TX 76009 in City Council Chambers.
March 3 - 7, 2025	Complete analysis of RFPs received by City Staff and contract negotiations with apparent low bidder.
Monday, March 17, 2025	City Council consideration of award of contract with selected vendor.
April 1 - July 1, 2025	Communication with citizens regarding changes in garbage collection.
July 1, 2025	New contract begins.

NOTICE TO VENDORS

Sealed proposals will be received by the City of Alvarado, Texas at the office of the City of Alvarado City Secretary until 2:00 PM, local time March 3, 2025, for the purchase of services as follows per proposal instructions and specifications:

REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES

RFP #2025-001

Qualified prospective suppliers may obtain copies of the proposal with information at the office of the City Secretary, located at the Alvarado City Hall, 104 W. College Ave., Alvarado, Texas 76009, at Proposals received later than the date and time above will be returned unopened, and will not be considered in the proposal process. Facsimile or electronic transmittals will not be accepted.

The successful Contractor shall furnish proof of insurance at the time of contract award in the form of an insurance certificate and endorsements to the City Secretary's Office.

The City Council of the City reserves the right to accept or reject any proposals or any part thereof or any combination of proposals and to waive any or all formalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interests of the City.

No officer or employee of the City of Alvarado shall have a financial interest, direct or indirect, in this or any contract with the City of Alvarado. Minority and small business vendors are encouraged to submit a proposal on any and all City of Alvarado projects.

SECTION I: INSTRUCTIONS TO CONTRACTORS

1. BACKGROUND

The City of Alvarado seeks proposals from qualified firms interested in providing municipal solid waste services to include refuse collection, disposal and recycling. Services shall be provided at various City locations as well as residences and businesses according to City ordinances and the Contract Documents.

Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the City, as determined by the City based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to "discretionary contracts: to preserve public health, safety, and welfare." It is not a statutory competitive bid solicitation. The City reserves the right not to award the contract, or to amend or negotiate terms of the contract after reviewing proposals that have been submitted at any time while proposals are pending. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

2. SCOPE OF WORK

The City of Alvarado is seeking proposals from qualified firms interested in providing municipal solid waste services, including refuse collection, disposal, and recycling. Services shall be provided at various City locations, as well as residences and businesses, in accordance with City ordinances and the specifications outlined in this RFP.

(a) Residential Service

Solid Waste services provided by the Contractor shall be equivalent or superior to service levels currently provided. Cost of all services and disposal are the responsibility of the Contractor and are to be included in Contractor's price. The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items necessary to provide the City with complete refuse collection, removal and disposal and recyclable collection and processing. The City currently has approximately 2,169 residential customers billed and collected by the City, and approximately 223 non-residential accounts billed and collected by the contractor. The residential solid waste and brush/bulk is currently collected once per week, with once a week recyclable collection. The City's specifications are for residents to continue receiving automated collection service by a 95-gallon Polycart; carts must be provided by contractor. The commercial waste is collected as required by the customer.

Residential Recycling Collection: The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95-gallon minimum recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled "MATERIAL".

Disposal at Landfill: Residents shall have access to dispose of solid waste at a landfill or transfer station at no extra charge one time per year up to 4 cubic yards. Proof of residency will be required in the form of a current utility bill from the City.

Storm Debris: In the event of a hurricane, tornado, windstorm, flood, natural disaster, or other act of God, Storm Event Debris may result from such event. Contractor shall provide rates to collect and dispose of such Storm Event Debris to the City. The City is not obligated to select Contractor to perform the collection of Storm Event Debris.

Brush/ Bulk Collection: Monthly bulk & bundled brush pickup up to 2 cubic yards.

Backdoor Service: The Contractor shall provide backdoor trash and recycling collection for eligible individuals with disabilities, as defined by the contractor's guidelines. Eligibility requirements and the application process shall be clearly outlined and accessible to residents. This service will ensure that qualifying individuals receive consistent, reliable collection at their residence, minimizing physical strain and accessibility barriers.

(b) Regular Service For City Owned Or Operated Facilities

The Contractor shall make, at no charge to the City, the collection, transportation, and disposal of waste and recyclable materials accumulated by the City at City owned, operated, or other City designated sites on Exhibit A. Future City facilities shall be included at no charge to the City. Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers, and recycling containers as requested by the City for ongoing or special projects. If the City produces any waste that is hazardous or special waste, the Contractor will provide those services to the City on a cost per service basis. Also, in the event that the City's containers are full and need a special disposal, the Contractor will accommodate the City when possible.

Contractor shall plan two bulky item and brush clean-up events each calendar year. Events will be the second week of April and the second week of October. Contractor shall provide eight (8) free roll offs per event at a location specified by the City.

(c) Commercial and Industrial Service

Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening. Polycarts will be provided to Commercial Hand Collect customers, with ownership retained by Contractor. Temporary roll-off services should for commercial should be available on an open market basis.

(d) **Recycling Processing Site**

All recyclable materials for the recycling program shall be recycled and not disposed in a landfill. Contractor's failure to abide by obligations of the recycling Program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the City may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the City of the recycling location where recyclables will be unloaded and processed. The City reserves the right to approve Contractor's recycling site.

(e) **Taxes, Governmental Fees, Charges and Compliance**

The Contractor shall agree to pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this Contract. The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. The Contractor shall follow and comply with all environmental regulations and laws pertaining to the provision of the services detailed herein

3. **PREPARATION OF THE PROPOSAL/SUBMITTALS**

Respondents must provide the following information:

- ☐ Experience and qualifications related to municipal waste management.
- ☐ Operational plan, including equipment, personnel, and collection schedules.
- ☐ Proposed pricing structure for residential, commercial, and City facility services.
- ☐ Compliance with all applicable federal, state, and local laws.
- ☐ Customer service protocols, including complaint resolution procedures.
- ☐ Sample reporting, including tracking of waste and recycling tonnage.

(a) Respondents are encouraged to prepare and submit their questions in writing. Any oral responses provided by City staff shall be considered preliminary and any written responses given shall be considered an official response. Any oral responses given that is not subsequently confirmed in writing shall not be official or binding on the City. Only written responses shall be official, all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing services listed herein and respond completely. Failure to complete and provide any of the proposal requirements may result in the respondent's proposal being deemed incomplete and therefore disqualified from consideration.

(b) All Proposals must be prepared and signed by the Contractor in the form attached hereto. THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR. All blank spaces in each Proposal Form together with appropriate exhibits must be completed in full in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor in ink.

The proposal amount is for a Base Bid. It is the intent of the proposal to determine the lowest possible cost without regard to License or billing fees. All License fees and/or billing fees will be determined by the City and added to the base bid provided by Contractor. One rate will be then established for the Customer, which includes the Base Bid, License Fee and/or Billing Fee.

(c) Submission Information: Sealed proposals (one original, five [5] copies and one [1] copy in electronic format on a flash drive, together with appropriate schedules, will be accepted until 2:00 p.m. on March 3, 2025 at City of Alvarado, Attn: Hillary Cromer, 104 W. College Ave, Alvarado, Texas 76009. Each sealed proposal must be clearly marked with the name of firm/Respondent and the description "RFP #2025-001 SOLID WASTE COLLECTION & RECYCLING SERVICES - DO NOT OPEN UNTIL 2:00 P.M, Monday, March 3, 2025".

No telephone, emailed, or faxed proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for or consider missing, lost, or late deliveries. If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal received later than the date and time above will not be considered.

(d) Any Proposal may be withdrawn prior so long as the request is received in writing from an authorized representative of Respondent prior to the proposal deadline.

4. ADDENDA AND EXPLANATIONS

Requests for additional information shall be made no later than 2:00 p.m. on February 24, 2025, and shall be directed to Hillary Cromer via email at cromerh@cityofalvarado.org. All requests must be made in writing. Oral explanations will not be binding. Any interpretations, corrections, or changes to this Request for Proposal or specifications will be made by addenda. Addenda will be posted at . It is the responsibility of the Respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal. Answers to questions will be published in the form of addenda not later than four (4) days prior to the date fixed for the opening of Proposals.

Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

5. FAILURE TO ENTER INTO THE CONTRACT

The Contractor to whom the Contract is awarded will be required to execute two (2) copies of the Contract and furnish the required proof of insurance. In case of the Contractor's refusal or failure to do so within twenty (20) days after receipt of formal notice of award, the Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's proposal may be declared forfeited to the City, and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the City may elect.

6. CONDITIONS

Each proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications. It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to become familiar with existing conditions, shall in no way relieve Contractor of any obligations with respect to the Contractor's Proposal or to the Contract.

The Contractor shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions the Contractor may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

7. NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The Proposal must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether a corporation, partnership, or individual, shall also be stated in the Proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the proposal the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be included with the signature of the authorized representative.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

8. COMPETENCY AND QUALIFICATIONS OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor, the Contractor may be required to furnish any or all information as requested.

9. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its Proposal:

- (a) Evidence of collusion among Contractors.

(b) Lack of competency as revealed by financial statements, experience or equipment statements, and/or other factors.

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.

(d) Default on a previous city contract for failure to perform.

10. BASIS OF THE RFP

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed and evaluated on the basis set forth in No. 20 hereof.

11. QUANTITIES

The current quantities for the number of residential, commercial, and industrial units are strictly estimates. It is the responsibility of the Contractor to survey the City for use in preparing the proposal. The Contractor may wish to utilize its own or other estimates and to provide for growth or shrinkage factors.

12. METHOD OF AWARD

The City reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure or interlineation of the Contract Documents or of the proposal shall render the accompanying proposal non-conforming and subject to (but not requiring) rejection by the City. The City intends to award the Contract at the March regular City Council Meeting.

13. DISPOSAL SITE

Once selected, the Contractor is responsible for the legal disposal of non-recyclable waste at a state approved facility. The Contractor shall pay all state fees imposed by the Texas Health and Safety Code related to disposals. Contractor shall provide evidence indicating that it has the right to use a landfill site for the purpose of this Contract for the entire term of the Contract and any agreed extensions thereto. Once waste is picked up by the Contractor, transportation and disposal of the waste is the sole responsibility of the Contractor. Contractor agrees to indemnify the City from any liability, fines or penalties or costs associated with the transportation and deposit of Refuse and Hazardous Waste in the landfill.

14. FRANCHISE FEE

For the right and privilege of using the City's public rights-of-way to provide exclusive services per the contract, the successful Contractor, on the first day of each month during the term of the contract, will pay the City a franchise fee equal to fifteen percent (15%) of gross receipts resulting from the operation of the residential services, fifteen percent (15%) of gross receipts for commercial services, and ten percent (10%) of gross receipts for roll-offs within the City and will email a report to the Chief Financial Officer coxlaura@cityofalvarado.org detailing the franchise fee calculation. The City may increase or decrease the franchise fee with ninety (90) calendar day's written notice. Contractor agrees to pay the franchise fee monthly for all commercial and industrial accounts.

The City will collect the franchise fee for residential collection. These fees shall be deducted from the monthly payments to Contractor for receipts for residential collection.

15. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

16. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

17. CURBSIDE RECYCLING CONTAINERS

The Contractor will provide to each Residential Unit a container for Recyclable Materials. Such container shall be a standard recycling bin with a lid and a minimum capacity of 95 gallons. Each container shall be of a type that is accepted by other municipalities with recycling experience. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

18. MATERIAL

The Contractor shall provide a single-stream recyclable collection service on a once per week schedule. Residents will not be required to separate recyclable materials by type of material; therefore, all recyclables may be co-mingled with other recyclable materials. Contractor shall include a list of acceptable recyclable materials.

The following materials shall be included in the recycling program:

- Newsprint
- Office Paper
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass - Clear, Brown and Green
- Plastic Containers Labeled #1, #5 and #7 (Ex. Milk jugs, water bottles, detergent jugs)
- Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. To the fullest extent possible, Contractor shall protect recycling materials against contaminants that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

19. TERM

The term of service shall be five (5) years beginning July 1, 2025 with up to three (3) renewal terms of five (5) years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional three-year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and if so, shall approve the extension within 60 days.

20. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The selection committee may select all or some or none of the Respondents for interviews. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee. The City may request additional information from the respondents at any time prior to the final approval of a selected respondent. The City reserves the right to select one or more, or none of the respondents to provide services. Final approval of a selected respondent is subject to the action of the City Council. The criteria to be evaluated may include the following items listed below.

- a) Experience, Background, Qualifications
- b) Proposed Plan for Service delivery, including proposals for optional services
- c) Evaluation of Proposed Pricing Schedule
- d) Compliance with RFP requirements
- e) Customer Service and Reporting

The Contractor selected to provide service may be required to submit (in person) its final proposal to the Council at the City Council meeting.

21. IMPLEMENTATION AND OPERATIONS PLAN

The Contractor shall provide an Implementation and Operations Plan detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services. If the city selects the service for Polycart collection of regular trash services the expectation is that the Contractor shall deliver the Polycart to the customer prior to July 1, 2025.

22. REPORTING REQUIREMENTS

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- a. Monthly reports, within two (2) weeks of the end of each month detailing:
 - 1. Residential Polycart transactions; participation/set-out rates, etc.

2. Commercial and Industrial hand collection and roll-off container reports by location, size and frequency
 3. Tonnage of recycling and trash collected by category of service
- b. Annual reports each October on the status of the terms and conditions of the License and any points that Contractor believes need to be addressed.

23. EXCLUSIVITY OF CONTRACT RIGHTS

The Contractor shall have the sole and exclusive license, and privilege to provide residential and commercial municipal solid waste and/or residential recycling (not including storm debris and construction debris, which shall be by independent contract between the producer and any City-registered construction debris collector) collection and removal within the corporate limits of the City. Temporary roll-offs shall be open market.

SECTION II: STANDARD TERMS & CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City.

A. ADDENDA: Any interpretations, corrections or changes to this Request for Proposal or specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvarado City Secretary. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this RFP. It is the responsibility of the respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.

B. ADVERTISING: The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

C. ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.

D. ASSIGNMENT: The successful Respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.

E. AWARD: The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the City, unless denied by the respondent.

F. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Alvarado's City Secretary will make all change orders to the contract in writing as allowed by law.

G. COMMUNICATION: The successful Respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make

inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Manager.

H. CONFLICT OF INTEREST: In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Alvarado's City Secretary (attached).

I. CONTRACT ENFORCEMENT:

1. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
2. In the event the successful Respondent shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall be entitled to terminate the Contract in accordance with the provisions of the Contract included in the Contract documents.

J. ETHICS: The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City except in accordance with City Policy.

K. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

L. FELONY CRIMINAL CONVICTIONS: The Respondent represents and warrants that neither the Respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

M. FORCE MAJEURE: Force majeure is defined as acts of God, war, strike, fires or explosions. Neither the successful Respondent nor the City is liable for delays or failures of performance due to force majeure. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of force majeure.

N. INDEMNITY AGREEMENT: Except as hereinafter set forth, the successful Respondent shall indemnify and hold harmless the City of Alvarado and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, expert witness fees and other costs arising out of or resulting from negligent performance of the services set forth in the successful respondent's proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by negligent acts or omissions of the Respondent, a subcontractor of the Respondent, anyone directly or indirectly employed or contracted by the Respondent or anyone for whose acts the successful Respondent may be liable.

O. INVOICES: Each invoice shall contain the successful Respondent's name and address, City of Alvarado's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Alvarado, Attention: Accounts Payable, Alvarado, Texas, 76009.

P. LATE SUBMITTALS: The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the City Secretary's Office, for confirmation of receipt you may contact Beth Walls, City Secretary, at 817-790-3351, ext. 114.

Q. MINIMUM STANDARDS FOR RESPONSIBLE RESPONDENT: A respondent must affirmatively demonstrate Respondent's responsibility. A Respondent must meet the following requirements:

- a. Have adequate financial resources or the ability to obtain such resources.
- b. Be able to comply with the instructions, specifications, terms and conditions.
- c. Have a satisfactory record of performance.
- d. Have a satisfactory record of integrity and ethics.
- e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

R. PATENTS/COPYRIGHTS: The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.

S. PAYMENT: Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.

T. PRICES HELD FIRM: All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City.

If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Alvarado.

U. REFERENCES: The City requests each Respondent to supply, with its Proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of the firm, address, contact employee of the firm, telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

V. RELEASE OF INFORMATION AND PUBLIC INSPECTION: Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other

parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.

W. REQUIRED DOCUMENTATION: In response to this request for proposal, all documentation required by this RFP must be provided.

X. SALES TAX: The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 1-75-6000443-8.

Y. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

Z. SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

AA. SUBCONTRACTORS: The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Prime Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

BB. TAX/DEBT ARREARAGE: The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Alvarado, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.

CC. TERMINATION OF CONTRACT: The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

DD. TRAVEL AND DIRECT CHARGES: The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.

EE. VENUE: Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Tarrant County, Texas, where venue for any proceeding arising hereunder will lie.

FF. WITHDRAWAL OF PROPOSAL: A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the Respondent prior to the proposal deadline.

SECTION III: GENERAL SPECIFICATIONS

1.00 DEFINITIONS

1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.

1.02 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

1.03 Bin (Residential Recycling): See Recycling Container.

1.04 Brush: Plants or grass clippings, leaves or tree trimmings.

1.05 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be.

1.06 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, or 40 lbs. in weight.

1.07 City: The City of Alvarado, Texas.

1.08 Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

1.09 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

1.10 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

1.11 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

1.12 Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

1.13 Compactable Waste: Items that can be crushed under the weight of compaction equipment.

1.14 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

1.15 Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance, into the container, by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

1.16 Contract Documents: The Request for Proposal, Instruction to Contractors, Contractor's Proposal, General Specifications, Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City.

1.17 Contractor: The person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

1.18 Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

1.19 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

1.20 Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

1.21 Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

1.22 Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on- site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33

U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.);

(ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C.

§ 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

1.23 Garbage: Any and all dead animals of less than 10 lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

- 1.24 Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries etc., and consumer electronic equipment that is near or at the end of its useful life.
- 1.25 Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.
- 1.26 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.
- 1.27 Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.
- 1.28 Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.
- 1.29 Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.
- 1.30 Polycart: A wheeled receptacle with a maximum capacity 95 gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems, and having a tight-fitting lid capable of preventing entrance, into the container, by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.31 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.32 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
- 1.33 Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.
- 1.34 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a minimum capacity of 95 gallons.
- 1.35 Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.36 Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

1.37 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four or less units, shall be treated as a Residential Unit, with each unit receiving individual trash service and recycling service, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.38 Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

1.39 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

1.40 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.41 Take All Service: Refers to service level expected of contractor for solid waste collection. Specifically, contractor will dispose of any items placed on curbside, including bulky items. The exception will be unacceptable waste.

1.42 Unacceptable Waste: Brush not meeting acceptable guidelines (cut in 4-foot sections and bundled), contractor debris, and household hazardous waste.

1.43 Unusual Accumulated: (a) For residences, each regular collection more-than ten (10) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business and (c) materials judged by the Alvarado City Secretary to be hazardous such as oil, acid, or caustic materials.

1.44 Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

2.00 TYPES OF COLLECTION

2.01 Residential Collection:

.01 At the premises of residential accounts held by the City and served by the Contractor, collection shall occur as follows:

- A minimum of once weekly automated service including residential solid waste and brush/bulky waste collection. Exceptions are unacceptable waste (see definitions).
- A minimum of once weekly collection of recyclable materials

.02 Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and require modification of routes, and updates on routes of Contractor.

.03 The Contractor shall pick up all acceptable waste generated from a residential premise, provided the same is properly prepared, bagged, or stored for collection in garbage containers, or properly bundled, although bulky waste will not be required to be in garbage containers. Contractor shall also be required to pick up all acceptable brush and trees during the regular residential collection frequency provided that same are prepared according to specifications. Loose brush and tree stumps exceeding 50 pounds each may be disposed of by Contractor for a rate to be set by contractor and approved by City. At customer's request, rubbish, and brush and trees that are not contained in garbage containers or are not prepared and placed for collection in a bundle or a boxed bundle, may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be defined as a "pick-up truck load" or a specific cubic yard measurement.

2.02 Brush/Bulky Wastes Collection: The Contractor shall provide with residential waste collection, weekly service for brush/bulky wastes and/or bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.

2.03 Residential Recycling Collection:

.01 The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95-gallon (minimum) recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled "MATERIAL".

.02 Contractor shall provide free of charge extra recycling containers as requested by resident, to replace damaged, lost, or stolen bins. At onset of contract, Contractor will be responsible for delivering new recycling bin(s) and lids to each resident to replace those from current provider, if required.

.03 The collection of the recyclable materials shall occur at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than bin size, etc.

.04 Contractor shall also provide the City a recycling report detailing volume collected and participation rate on a monthly basis.

2.04 Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or containers as so designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

2.05 Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances. Contractor shall propose rates for unusual accumulations in its proposal.

3.00 COLLECTION OPERATION

3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 a.m. and shall generally not extend beyond 7:00 p.m. Refuse shall be placed at curbside by 7:00 a.m. on the designated collection day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor.

3.02 Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

3.03 Location of Bins, Bags, and Bundles for Collection: Each bag and/or container shall be placed at curbside for collection by 7:00 A.M. on the designated collection day. (See Curbside definition). When construction work is being performed in the right-of-way, bags and containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any waste not so placed.

3.04 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.

3.05 Holidays: The following shall be holidays for purposes of this Contract:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above- mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet its contractual obligations. NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the City to best accommodate the needs of the citizens.

3.06 Complaints:

- .01 Complaints shall be made directly to the City. Contractor shall promptly respond to all complaints. At a minimum, Contractor's complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and shall promptly provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Contractor shall collect any missed pickups of residential refuse the same business day if notification to the Contractor is provided by 2:00 p.m., and if Contractor is notified after 2 p.m., not later than 12:00 p.m. the next business day.
- .02 If the Contractor is unable to resolve a complaint within 36 hours, Contractor will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within 36 hours.
- .03 The City shall notify Contractor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint.
- .04 Contractor shall notify all customers about complaint procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collections, or procedures. The City and Contractor will work together to determine the most appropriate method of notification.
- .05 Contractor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.
- .06 For an unresolved complaint from a customer, the City's designated representative shall be responsible for deciding any disputes between the City, Contractor, and/or the customer as to the validity of the customer's complaint if the complaint arises from the Contractor's duties to collect a customer's refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential customer's container or bin as required herein. The decision of the City's designated representative on such matter shall be final and the parties agree to abide by said decision; provided, however, that when Contractor challenges any complaint or failure to perform under this Contract, the City's designated representative may request a joint inspection by a representative of the City and a representative of Contractor.

3.07 Collection-Equipment:

- .01 Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract.

- .02 Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.
- .03 Due to street size variations in the City, the Contractor shall provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. The Contractor will utilize lighter-capacity single-axle collection trucks for those routes identified by the City and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (i.e., on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.
- .04 All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number in a color and size so as to be legible from 150 feet. No advertising shall be permitted on vehicles.
- .05 All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract.
- .06 Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program shall be used.
- .07 The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City.
- .08 Contractor shall ensure that vehicles are washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a clean and sanitary condition.

3.08 Office: The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones, with a local or toll-free number for Alvarado residents and business representatives, and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

3.09 Point of Contact: All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the City's designated representative and by the City to the Contractor's District Manager. Each party agrees to provide the other with the name and phone number of the employee to be contacted after regular business hours should an emergency arise.

3.10 Lease Container: The Contractor may lease containers for waste storage to the owner or occupant of the Contractor's commercial customers. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number. Such containers shall be maintained in the City approved single color scheme.

3.11 Recycling Container: Contractor will provide each Residential Unit and Commercial Unit a container for recyclable materials. The containers will have a minimum capacity of 95 gallons and have lids for protection of paper materials from the weather or be plastic bags. Contractor shall provide free of charge extra recycling bins, as requested by the resident or the business or industrial customer, to replace damaged, lost, or stolen bins.

3.12 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the EPA. Contractor shall provide evidence of its right to use the landfill for the term of the Contract.

3.13 Spillage:

- .01 The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall leave proper notification to the customer at the premises to properly contain refuse.
- .02 The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection.
- .03 Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
- .04 If any customer maintains improper or inadequate containers for the nature, volume or weight of refuse to be removed from the premises, or if any customer improperly places debris or bulky items for collection, Contractor may refrain from collecting all or a portion of such refuse and shall notify the City and the customer that refuse has not been removed from his premises on the scheduled collection day; where no notice of non-collection or a change in collection schedule has been received from Contractor, the City may investigate. If the City determines that Contractor has failed to collect refuse from the premises without cause, Contractor shall collect same within 24 hours after a collection order is issued by the City.

3.14 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

3.15 Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or

when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

3.16 Inappropriate Recycling Materials: If Contractor's employees determine that the recyclable materials set out by the resident are unacceptable due to the inappropriateness of the materials, Contractor will leave the inappropriate materials in the recycling bin and attach a sticker explaining why the materials were rejected. Contractor is not required to collect recyclable materials mixed with garbage or rubbish normally collected by solid waste collection crews.

3.17 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency. Contractor shall notify City in the event Contractor becomes aware of any hazardous waste that has been placed for collection.

3.18 Employees:

- .01 Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
- .02 Contractor shall perform driving record checks of all drivers working within the City at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.
- .03 Contractor shall remove any driver with an unsafe driving record from working within the City.

3.19 Noise: Contractor shall make collections with a minimum of noise and disturbance to the household residents.

4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes and fees required by the City and the State or other governmental entity.

5.00 INDEMNITY

Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant, or subcontractor of Contractor, and their respective officers, agents employees, directors and

representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH SUITS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT. The

provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

5.01. It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this section(section 5), is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials employees, officers, directors, volunteers and representatives in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this Section and Section 7 shall survive the term of this Contract.

6.00 TERM

The term of service shall be five (5) years beginning July 1 2025, with up to three (3) renewal terms of five (5) years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional one-year period, the party shall give written notice to the other party not less than 120 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and, if so, shall approve the extension within 60 days.

7.00 INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and Contractor shall submit to the City evidence that the required insurance coverage evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

7.01 Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages:

Type Coverage	Per Occurrence Minimum	Aggregate minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000

Comprehensive Auto Liability Bodily Injury \$1,000,000 \$1,000,000	\$1,000,000	\$5,000,000
Comprehensive Auto Liability- Property Damage	\$500,000	\$1,000,000
Environmental Impairment/ Impact- sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

7.02 Additional Requirements for Insurance: Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. the liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader;
2. the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment of premium, only 15 days written notice to City is required;
4. the term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;

5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
6. all liability policies required herein shall be written with an “occurrence” basis coverage trigger; and
7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

8.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld as long as the City determines the proposed assignee meets the same financial stability, safety record, and customer service record as required in the Request for Proposals dated February 14, 2025. In the assignment, the assignee shall assume the liability of the Contractor provided that the Contractor shall remain liable and responsible to the City for any claims, violations of law, liability or damages arising during Contractor’s performance of the Contract.

9.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor’s collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer’s premises, whichever last occurs.

10.00 COMMERCIAL BILLING

The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to City a Franchise fee equal to 15% of the Contractor’s gross billings to commercial solid waste accounts for services rendered under the Contract with the City, said fees to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. The City reserves the right to increase the Franchise fee in the event that the City determines an increase is necessary to provide appropriate compensation for the impact of the Contractor’s use of the City streets.

11.00 REMUNERATION

11.01 Collection and Disposal Rates: The collection and disposal rates shall be as follows:

1. For collection of refuse and recycling service required to be performed, the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with section 12.02.
2. For special collections provided by the Contractor, the charges are to be negotiated between the Contractor and the City prior to collection.
3. For other collections specified by the Contractor in the Proposal, the rates set forth in the Proposal.
4. The refuse collection charges shall include all disposal cost.

11.02 Modification to Rates: Contract may request an increase in the fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations shall be as follows.

1. On July 1, 2027 or on July 1 of any year thereafter, Contractor may request an adjustment in rates. The rate request shall be based upon the change in the Consumer Price Index (CPI) each June (U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, All Items Less Food and Energy, Base Period 1982-84=100) from July 1 of the previous year. If the index specified above is discontinued, the parties shall agree by June 1 of the then-current year to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics (BLS) designates an index with a new title or code number or table number as being the continuation of the index cited herein, the new index shall be used.
2. If the above calculation does not result in an increase, the City Council will not consider an adjustment to the base rates. If the calculations result in an increase, the City Council may grant the increase based on **CPI changes, not to exceed three percent (3%) maximum increase**. Any increases shall become effective October 1 of the year the increase is granted.
3. ~~Commencing July 1, 2027, in the event diesel gasoline prices increase by more than 15% in any quarter, the Contractor may request and the City Council will consider, approval of a fuel surcharge adjustment for rates. The amount of the fuel surcharge adjustment shall be applied subsequent to any applicable CPI adjustment. The City's designated representative shall review the surcharge and shall discontinue the surcharge when the conditions for the surcharge no longer exist. Extra cart fees are not subject to fuel surcharge adjustments.~~
4. Any proposed rate adjustment shall be submitted to the City as soon as practicable and be accompanied by adequate cost justification and documentation to allow for consideration by the City.

**See CWD
Deviations/Exceptions
related to Cost
Adjustment Cap**

**CWD operates
Compressed Natural
Gas (CNG) vehicles, this
is not applicable**

11.03 Billing Responsibility; Payments: The City shall be responsible for billing residential accounts and collecting payment from customers. The Contractor will be responsible for billing and collection of commercial or roll-off services, in accordance with the selected service alternatives.

11.04 Delinquent and Closed Accounts: The Contractor shall discontinue refuse collections service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Refuse Collection on the next regular scheduled collection day. The Contractor shall have the right to discontinue refuse collection service at any Commercial Unit delinquent in its payments.

11.05 Contractor's Billings to City: The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the (30) day following the end of the month. Such billing and payment shall be based on the price rates and

schedules set forth in the contract document. The Contractor shall be entitled to payment for services based on the City's collection receipts from its customers for such service.

11.06 Contractor shall quote a rate for service per resident unit per month. The City shall bill the Residential Units, and shall pay the Contractor based on the revenues received on a monthly basis.

11.07 Contractor shall quote rates for services to commercial and industrial units in compliance with the rates set forth in the Contract. Contractor shall bill commercial customers directly.

12.00 BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, or the party's designated representative, at the inspecting party's expense, upon reasonable advance notice.

13.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: 104 W. College Ave., Alvarado, Texas 76009 ATTN: City Secretary

If to the Contractor, at: ATTN: [TITLE]

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

14.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, or Act of God beyond the reasonable control of Contractor.

15.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

16.00 GOVERNING LAW AND VENUE

This Contract shall be construed and enforced in conformance with the laws of the State of Texas. Venue for any actions arising from or related to this Contract shall be in Tarrant County, Texas.

17.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of the Contract shall begin on July 1, 2025

18.00 MISCELLANEOUS PROVISIONS

18.01 Attorney's Fees: The prevailing party in the adjudication of any proceeding relating to this Agreement shall be authorized to recover its reasonable and necessary attorney's fees and shall not include damages set forth in Section 271.153 of the Texas Local Government Code.

18.02.1 Independent Contractor: Contractor is an independent contractor as to the work, duties and rights granted herein and neither Contractor, its agents, officers, or employees, or subcontractors is an employee of the City. The doctrine of respondent superior shall not apply between City and Contractor and nothing herein shall be construed as creating a partnership or joint enterprise between the parties hereto.

18.02.2 Construction: The parties agree that nothing in this Contract will be construed against the drafter, each party having had the opportunity to consult with counsel to review this Contract.

18.02.3 Contract Documents: The Contract shall include the following documents as though they were fully set forth verbatim in the Contract: the proposal, including all exhibits the rate sheets, and the requests for proposal, including any addendums.

19.00 SPECIAL PROVISIONS

19.01 Clean Up Events:

During the term of this Contract, Contractor agrees to provide support each year to the City for City sponsored events as follows:

1. Contractor shall annually, on each June 1 of the term of this Contract, pay City \$5,000.00 for support of City sponsored events.
2. Contractor shall provide up to eight (8) 30-yard roll-off containers free of charge for each City event. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notice to Contractor to schedule such events.

SECTION IV:

ATTACHMENT A

Estimated Number of Residential, Commercial and Industrial Units Serviced

As of February 2025

TYPE OF SERVICE	APPROXIMATE # OF UNITS
Residential	2,169
Commercial & Industrial	223
TOTAL	2,392

ATTACHMENT B

CITY OF ALVARADO CURRENT RATES

EFFECTIVE 8/01/2024

AMENDED "EXHIBIT A"
SOLID WASTE PRICING
RATE SCHEDULE

RESIDENTIAL CURBSIDE RATES

Residential Trash Collection (1 cart, once per week)	\$ 10.70
Monthly On-Call Bulk Collection (Up to 3 cubic yards)	included
*Residential Recycle Collection (1 cart, every other week)	\$ 3.59
*Residential Recycle Processing	\$ 0.87
Quarterly Landfill Access (1st Saturday of January, April, July, October)	
Total	\$ 15.16
Additional polycart (maximum 3 per home)	\$ 8.99

*Senior citizens have the privilege to opt-out of residential recycle collection and processing and the fees associated with this service. Application for qualification to opt-out of service must be made at Alvarado City Hall. Resident must be at least 65 years old, the homeowner and must reside at the address.

Optional Service - Off-schedule bulk collection is available for a fee. Residents must make arrangements directly with Republic Services and service will be quoted and pre-paid prior to collection. Minimum fee for this service is \$46.30 per collection for one truck hopper full of waste. Republic will not collect items that are too heavy to be safely loaded into collection vehicle, items that may damage collection vehicle or items that are not accepted at the landfill.

Commercial Curbside Collection

Commercial Curbside Trash (2 carts, once per week)	\$ 33.59
Commercial Recycle Collection (1 cart, every other week)	\$ 3.59
Commercial Recycle Processing	\$ 0.87
Total	\$ 38.05
Additional polycart/per month	\$ 8.99

Commercial Front Load Service

Container Size	1X week	2X week	3X week	4X week	5X week	Extra Lift
2 yard	\$ 80.20	\$ 126.98	\$ 173.75	\$ 220.55	\$ 265.06	\$ 38.39
3 yard	\$ 104.48	\$ 182.80	\$ 263.07	\$ 302.95	\$ 372.01	\$ 39.53
4 yard	\$ 132.60	\$ 227.00	\$ 325.45	\$ 365.36	\$ 447.75	\$ 49.40
6 yard	\$ 164.73	\$ 291.28	\$ 415.82	\$ 488.53	\$ 597.00	\$ 78.99
8 yard	\$ 218.95	\$ 365.62	\$ 512.26	\$ 616.90	\$ 752.92	\$ 96.82
Casters:	\$ 8.46				Locking Container	\$ 1.68
Extra Yardage	\$ 29.96	/yard			Removal/Delivery	\$ 29.96
Exchange Can:	\$ 126.27				Customer Damaged/ Burned Can	\$ 200.00

Industrial Roll Containers

SIZE	TYPE	Delivery / Relocate	Monthly Rental	Haul Rate/Load	Deposit/ Container
20 yard	Open Top	\$ 107.85	\$ 125.82	\$ 419.37	\$ -
30 yard	Open Top	\$ 107.85	\$ 125.82	\$ 509.24	\$ -
40 yard	Open Top	\$ 107.85	\$ 125.82	\$ 599.11	\$ -
30 yard	Compactor	Negotiable	Negotiable	\$ 615.87	n/a
35 yard	Compactor	Negotiable	Negotiable	\$ 694.95	n/a
40 yard	Compactor	Negotiable	Negotiable	\$ 774.05	n/a
42 yard	Compactor	Negotiable	Negotiable	\$ 806.41	n/a
Dry Run Fee:	\$ 107.85	Removal Fee:	\$ 107.85		
Relocate:	\$ 107.85	Washout	\$ 209.70	must be scheduled with a haul	

FRANCHISE FEE: 15% Commercial & Residential, 10% Industrial

Effective: 8/1/2024

INSURANCE REQUIREMENTS

1. All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- a. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A.
- b. Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c. The Special Provisions Section shall state that the liability and worker's compensation policies have been endorsed to provide for waivers of subrogation, to provide that those policies are primary and non-contributory as to the City.
- d. Liability policies shall be endorsed to provide the following:

- (1) Name as additional insured the City of Alvarado, their Officials, Agents, Employees and volunteers.
- (2) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- (3) 30 days' written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date, except that 10 days' notice may be given in the event the Contractor has not paid for renewal of its coverage prior to the expiration date.
- (4) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- (5) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- (6) Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate the contract agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than \$5,000,000 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$5,000,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Professional Errors and Omissions Insurance

Professional E&O Liability insurance with a minimum policy limit of \$1,000,000 is required under this Agreement.

[X] Worker's Compensation Coverage

Contractor agrees to maintain insurance for workers' compensation or self-insured employee coverage meeting the requirements established by the Tex. Worker's Comp. Act, Texas Labor Code in the amounts not less than \$1,000,000.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2**
Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has an employment or business relationship.**_____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

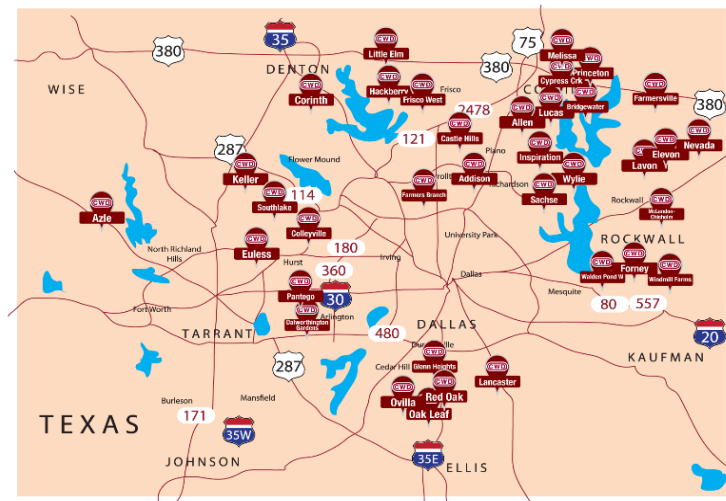
D. Describe each affiliation or business relationship.

4_____
Signature of person doing business with the governmental entity

Date

SOLID WASTE COLLECTION AND RECYCLING SERVICES

Please complete the following based on Contractor's Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing



CWD operates a single 23-acre location at 2010 California Crossing Rd, Dallas, 75220. Out of this facility CWD has:

- 500 Employees
- 200 Collection Trucks (97% are Compressed Natural Gas)
- 100,000 sf. Material Recycling Facility
- 24,000 sf. Maintenance and Operations Building
- 18,000 sf. Container Shop & Truck Paint Booth Building
- On-Site Customer Service Community of 36 Men and Women

Additional details about the employees & equipment utilized for this particular contract can be found in the Contractor's Proposed Plan for Service Delivery section.



Contractor's Qualifications:

Please describe the number of professional qualifications, including municipal solid waste licenses and other pertinent certification and associations.

CWD's Texas Commission on Environmental Quality (TCEQ) **Registration Number MSW is 40196.**

Located in **Tab 9 – Disposal Sites and CWD Permit**, is a letter from the Texas Commission on Environmental Quality stating that CWD is properly registered with the State of Texas. CWD has renewed TCEQ certification since first awarded.

Financial Qualifications

Community Waste Disposal, L.P. (CWD) is a privately owned, financially strong, and consistently profitable waste disposal and recycling company. The company has been profitable every year since 1984. Not only is the company profitable, but our balance sheet is one of the strongest in the industry. A review of industry standard financial ratios, such as quick ratio, current ratio, receivables turnover, debt to equity etc. will show that CWD meets or exceeds our competitors in these key statistics. CWD engages CliftonLarsonAllen (a top 10 accounting firm) to perform a full audit of our financial statements. A copy of the Auditor's Opinion Letter from our most recent audit has been included in **Tab 5 – Financial History**.

Since CWD is a privately held company, we consider our financial statements and related information to be confidential and propriety. It is our opinion that inclusion of this information in the bid package would cause our financials to be subject to Open Records Act requests. In lieu of this, CWD will provide the city temporary custody of our financial statements and auditor's report for review and inspection. We are also willing to meet with representatives of the city to answer any questions concerning our financials or overall financial condition of the company. Another option would be for CWD to provide the financial information to outside legal or accounting firms designated by the city.

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Revenue (000's)	\$40,636	\$48,106	\$54,286	\$62,823	\$72,882	\$80,738	\$82,053	\$93,988	\$106,238	\$114,431 Projected

12/10/24, 1:55 PM

Franchise Search Results



Franchise Tax Account Status
As of : 12/10/2024 13:53:13

This summary page is designed to satisfy standard business needs. If you need to reinstate or terminate a business with the Texas Secretary of State, you must obtain a certificate specific to that purpose.

COMMUNITY WASTE DISPOSAL, L.P.	
Texas Taxpayer Number	17519886471
Mailing Address	2010 CALIFORNIA CROSSING RD DALLAS, TX 75220-2310
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
SOS Registration Status (SOS status updated each business day)	ACTIVE
Effective SOS Registration Date	01/01/2002
Texas SOS File Number	0800041522
Registered Agent Name	GREG A. ROEMER
Registered Office Street Address	2010 CALIFORNIA CROSSING DALLAS, TX 75220



CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors and Stockholders
CWD Management, Inc. and Subsidiaries
Dallas, Texas

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of CWD Management, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations and comprehensive income (loss), changes in equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of CWD Management, Inc. and Subsidiaries as of December 31, 2023 and 2022, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of CWD Management, Inc. and Subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about CWD Management, Inc. and Subsidiaries' ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

(1)

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See CLAglobal.com/disclaimer

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

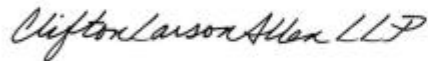
In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of CWD Management, Inc. and Subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about CWD Management, Inc. and Subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidated information, consolidating balance sheet, and consolidating statement of operations in the supplementary schedules are presented for purposes of additional analysis of the consolidated financial statements, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidated information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the consolidated information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.



CliftonLarsonAllen LLP

Dallas, Texas
April 18, 2024

CONTRACTOR'S PROPOSED PLAN FOR SERVICE DELIVERY:

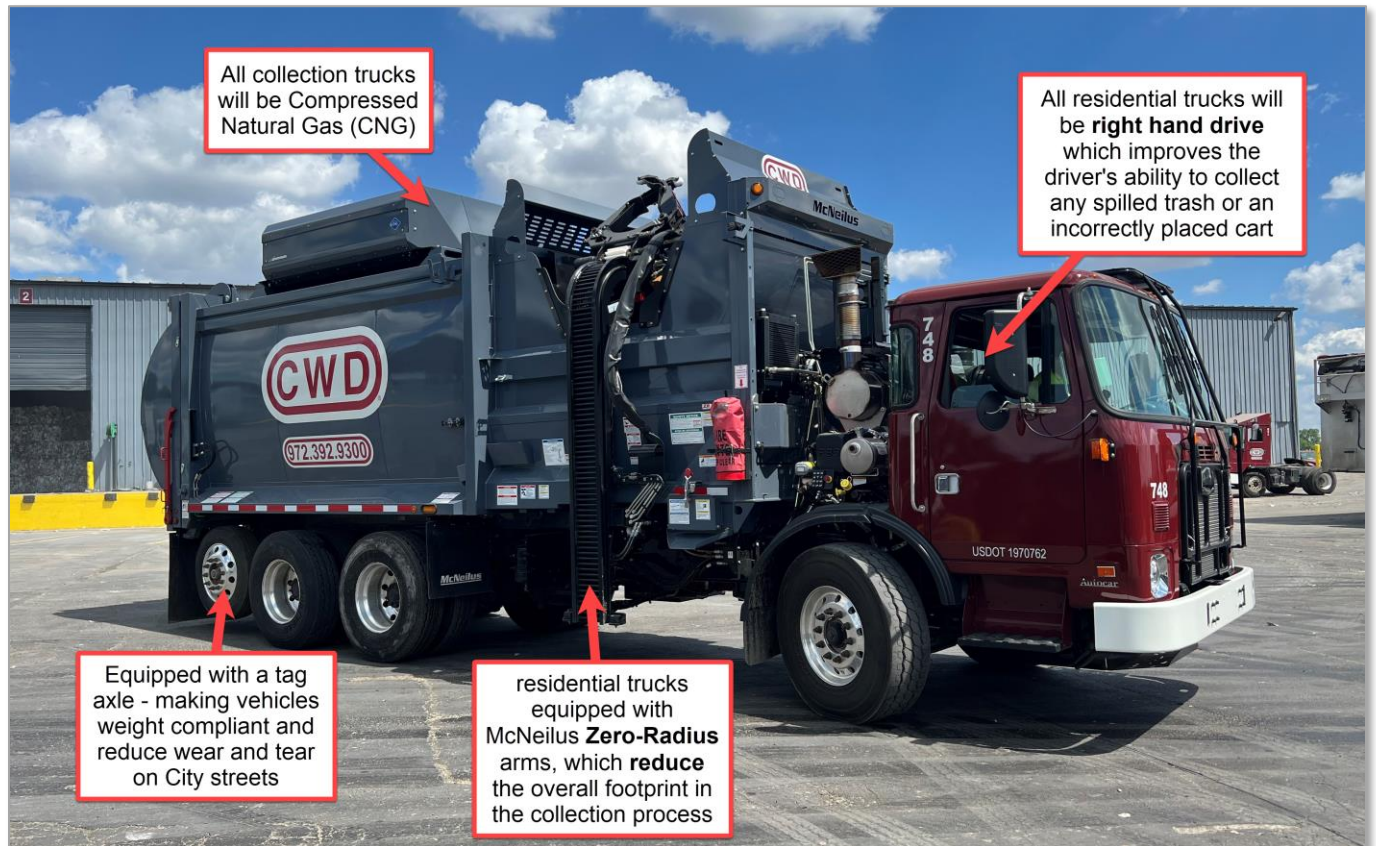
On a separate sheet labeled "Contractor's Proposed Plan for Service Delivery, please describe how each service will be accomplished and performed in the service area. Specifically:

- A. Describe the Methodology for Garbage Collection to include the following:
1. Proposed collection method
 2. Route description
 3. Proposed days of service
 4. Collection equipment capacity
 5. Number of vehicles used to service the area
- B. Describe the plan to provide Recycling Collection Services to include the following:
1. Proposed collection method
 2. Route description
 3. Proposed days of service
 4. Collection equipment capacity
 5. Number of vehicles used to service the area

Collection Vehicles

The below equipment is already in CWD's fleet an available for use February 1, 2025.

- One (1) Fully-Automated Side Load Vehicle – 2019 or newer, Autocar (CNG) ACX with a McNeilus 31yd body, GVW Compliant.



Solid Waste Collection Method & Route Details

Base Solid Waste Bid – 1xWeek

- CWD will perform solid waste services once per week collecting CWD provided, brand new, 95-gallon **gray** trash carts
- CWD will utilize one (1), CNG Fully-Automated Side Load Truck
- CWD anticipates maintaining the current service schedule
- Route details
 - ❖ Driver will collect solid waste from approximately 434 homes, unload at the landfill and return to collect recycling from the same area. All recycling is brought to CWD's Material Recovery Facility (MRF)
 - ❖ CWD anticipates drivers working roughly 9.5 hours per day.
- **Bulk & Tied and Bundled Brush** – CWD will collect up to three (3) cubic yards of bulky waste and unlimited tied and bundled brush, once per month, on a scheduled day (no call-in required).
 - ❖ Bulky items cannot weigh in excess of 150 pounds per item
 - ❖ Tied & bundled brush cannot exceed 4'x4'x2' or weigh more than 50 pounds/bundle. All bundles must be securely tied and easily collected by the CWD employees.

Excess Bulk and Brush – Paid Collection (applicable to all service options) \$15.00 per cubic yard

If a resident has bulk or brush that exceeds the routine collection guidelines, the resident can contact CWD for a paid pickup. (1) CWD will provide the resident a quote based on pictures or dispatch a supervisor to determine the cost to collect the material. (2) Resident approves the cost for the collection and is scheduled for pickup. (3) CWD will bill the resident directly prior to the collection

Recycle Collection Methods & Route Details

Base Recycle Bid – 1xWeek

- The City will receive recycling service once per week, on the resident's solid waste pickup day, collecting a CWD provided, 95-gallon **blue** recycle cart
 - ❖ All material should be placed loosely in the cart
- CWD will utilize one (1), CNG Fully-Automated Side Load Trucks, 31-yard body
- After completing the trash route, CWD will collect recycle from the same area of the City.



(above) CWD will utilize rear load trucks for monthly bulk collection



(above) CWD will utilize side load trucks for weekly trash and recycle collection



(Right) CWD has five (5) brush trucks available for storm debris or excess bulk/brush piles

- C. Provide the list of identified landfills, disposal sites and recycling centers the Contractor intends to utilize. Please state whether these are owned by the Contractor and provide evidence of the right to utilize the landfill for the purposes of this Contract for the term of the Contract and any extensions thereof.

A list of disposal facilities can be found in **Tab 8 – Disposal Sites and CWD Permit**.

For this contract, the primary landfill utilized will be the Turkey Creek Landfill, operated by Waste Connections. CWD also has agreements with several other area landfills in addition to the CWD permitted transfer station at 2010 California Crossing Rd, Dallas. Evidence of these agreements can be provided upon request.

- D. Provide a list of reserve equipment and personnel available to ensure timely delivery and completion of all services.

See **Tab 9** for additional information on CWD equipment.

Below is a list of all residential and commercial operations vehicles in CWD's fleet **today**. There are **116** residential trucks and **78** commercial trucks, all capable of providing service in the City should an unexpected breakdown occur.

QTY	YEAR	MAKE	MODEL	BODY	TARE WEIGHT
FRONT LOAD – 300					
1 (Rent)	2025	Pete (Diesel)	520	McNeilus-37Yd	40,570
1 (Rent)	2024	Mack (Diesel)	Terrapro	McNeilus-37Yd	41,380
4	2024	Peterbilt (CNG)	520	Heil-28Yd	40,180
1	2023	Peterbilt (CNG)	520	Heil-28Yd	40,180
2	2022	Autocar (CNG)	ACX	McNeilus-37Yd	40,180
3	2022	Pete (Diesel)	520	McNeilus-40Yd	40,180
1	2021	Autocar (CNG)	ACX	McNeilus-37Yd	40,180
1	2020	Peterbilt (CNG)	520	McNeilus-40 Yd	42,640
6	2020	Autocar (CNG)	ACX	McNeilus-40Yd	42,640
4	2019	Autocar (CNG)	ACX	McNeilus-40Yd	42,640
1	2019	Pete (Diesel)	520	McNeilus-40Yd	40,180
3	2019	Peterbilt (CNG)	520	McNeilus-40 Yd	42,640
5	2018	Autocar (CNG)	ACX	McNeilus-40 Yd	43,700
5	2017	Autocar (CNG)	ACX	McNeilus-40 Yd	40,180
1	2016	Autocar (CNG)	ACX	McNeilus-40Yd	36,600
1	2015	Autocar (CNG)	ACX	McNeilus-40 Yd	30,700
Total = 40					
ROLL OFF – 400					
2	2024	Peterbilt (CNG)	567	G&H	30,880
4	2023	Autocar (CNG)	DC-64	Galfab	29,200
2	2022	Peterbilt (CNG) 12yd	348	G&H	14,280
1	2022	Peterbilt (CNG)	548	Galbreath	29,200
6	2020	Peterbilt (CNG)	348	G&H	29,000
3	2019	Kenworth (CNG)	440	G&H	28,700
6	2019	Peterbilt (CNG)	348	G&H	25,240
3	2018	Peterbilt (CNG)	348	G&H	28,700
2	2017	Peterbilt (CNG)	348	G&H	27,920
1	2016	Kenworth (CNG)	T440	Galbreath	27,920
1	2016	Peterbilt (CNG)	365 ISL-G	G&H	27,920
1	2015	Peterbilt (CNG)	365 ISL-G	Galbreath	27,920
1	2013	Peterbilt (CNG)	365 ISL-G	G&H	28,440
1	2012	Freightliner (D) 12yd	M2106	Amp-Roll	13,640
2	2012	Mack (Diesel)	GU-813	G&H	27,600
Total = 36					
CONTAINER – 100					
1	2022	Mack	MD742	G&H	14,180
1	2021	Kenworth	T270	G&H	14,180
1	2021	Peterbilt	348	G&H	14,180
1	2006	Peterbilt	348	KPAC	14,180
Total = 4					

QTY	YEAR	MAKE	MODEL	BODY	TARE WEIGHT
RESIDENTIAL REAR LOAD – 600					
5	2025	Battle	LE2	McNeilus-28 Yd	42,400
1	2025	Battle	LE2	Heil-32 Yd	42,100
1	2024	Battle	LE2	McNeilus-28 Yd	42,400
1	2023	Pete (Diesel)	520	McNeilus-28 Yd	39,750
3	2021	Pete (Diesel)	520	McNeilus-28 Yd	39,750
2	2021	Autocar (CNG)	ACX	McNeilus-32 Yd	42,240
3	2020	Peterbilt (CNG)	348	McNeilus-28 Yd	39,500
4	2020	Autocar (CNG)	ACX	McNeilus-32 Yd	41,560
1	2020	Autocar (CNG)	ACX	McNeilus-25 Yd	38,920
2	2019	Peterbilt (CNG)	520	McNeilus-25 Yd	39,000
9	2019	Autocar (CNG)	ACX	McNeilus-25 Yd	39,660
12	2018	Autocar (CNG)	ACX	McNeilus-25 Yd	39,660
1	2017	Autocar (CNG)	ACX	McNeilus-25 Yd	39,660
5	2016	Autocar (CNG)	ACX	McNeilus-25 Yd	39,760
3	2016	Autocar (CNG)	ACX	McNeilus-28 Yd	41,240
2	2014	Peterbilt (CNG)	320	McNeilus-25 Yd	39,400
Total = 55					

AUTOMATED SIDE LOAD TRASH & RECYCLE – 700/900					
6	2024	Peterbilt (CNG)	520	McNeilus-31 Yd	39,560
4	2022	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
1	2021	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
9	2020	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
11	2019	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
5	2018	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
9	2017	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
3	2016	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
Total = 48					

RESIDENTIAL REAR LOAD – 500					
1	2024	Isuzu (unleaded)	Diamond Back	New Way - 8Yd	19,500
1	2014	Peterbilt (CNG)	320	McNeilus-20 Yd	27,180
Total = 2					

E. Provide Implementation and Operations Plan, detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services.

CWD's Operations Plan can be found in Item A and B above.

Overall Transition Process

CWD completes all residential cart and commercial dumpster deliveries in-house. None of the transition process is outsourced to other companies, which gives the City assurance that the work will be completed responsibly and with accountability.

CWD has successfully transitioned eleven (11) municipalities over the last four (4) years.

Staging Area:

CWD will work with the City to identify a location that residential bins/carts and commercial containers will be staged while the transition occurs. The commercial transition use of this area will involve delivering CWD front end load (FEL) containers and roll off dumpsters to the staging area, and utilizing the lot to swap CWD FEL containers with the current contractors.

Residential Transition

CWD handles the entire cart transition process in-house. In recent transitions with the City of Southlake (October 2023) and the City of Pantego (September 2023), CWD has delivered each polycarts one to two (1-2) weeks before the new service begins. The residents will receive their new carts on their new service day (if their existing service day is changing). CWD will work closely with current vendor to ensure a smooth transition for the residents.

Attached to the carts at the time of CWD's delivery will be the approved residential brochure and any specific transition information (when service starts, new service day, who to call for additional carts, etc.). Examples of brochures can be provided upon request and are completely customized by CWD's in-house Graphic Designer, to meet the City's needs.

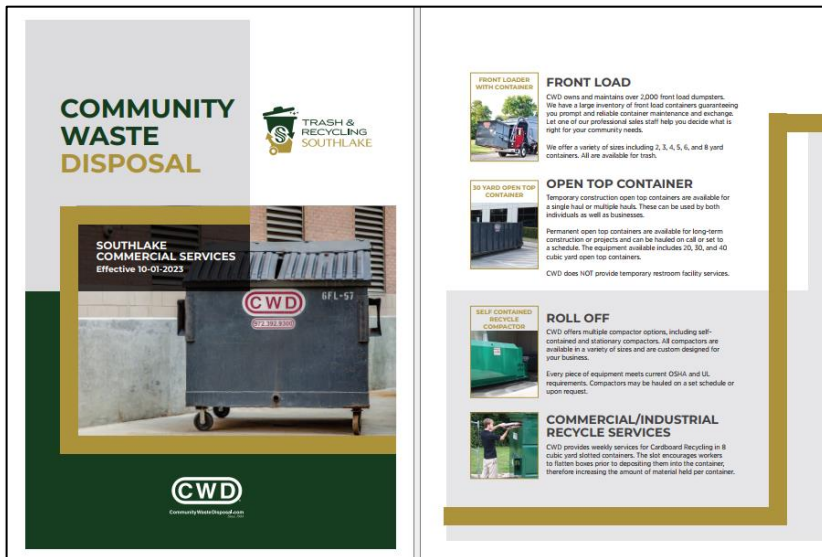
Throughout this delivery process, CWD will be in constant contact with the City on the progress of the cart deliveries.



Commercial Transition:

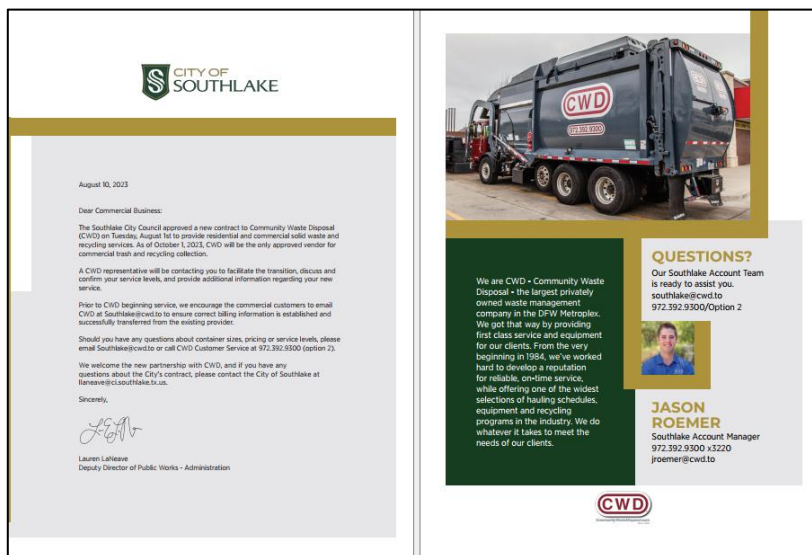
A CWD Municipal Coordinator will visit each commercial and industrial business to inform them of the upcoming transition and to perform a site audit. In addition to a brand-new dumpster, the customer will receive a brochure during this visit that will provide them all the details about the new service and transition. An example of this brochure can be found on the following pages. In order to reduce the stress of the transition on the commercial FEL customers, CWD has worked in the past to remove the customer's old container and deliver the new CWD one at the same time. This eliminates any situation where the customer is left without a container or has an extra one blocking the parking lot.

(below) commercial brochure, developed by CWD in-house, for the City of Southlake transition in October 2023



(above) CWD will swap out existing containers with brand new ones, eliminating any site disruption

(below) by completing the whole transition in-house, as opposed to outsourcing, CWD controls the quality of service being provided



F. Describe the customer service office and procedures:

1. Hours of operation

See Exhibit G for additional details on CWD's Customer Service Community

CWD will collect residential waste and recycling between 7:00am – 7:00pm on the designated day.

CWD's Customer Service Community (more information provided in #3 below) hours of operations are Monday through Friday, 8:00 AM - 5:00 PM and from 8:00 AM - 2:00 PM on Saturday. Our after-hours voicemail is available 24/7 for all other calls.

2. Procedure for tracking vehicle

SERVICE VERIFICATION AND LIVE GPS TRACKING
INCLUDED IN THIS CONTRACT



CWD has installed 3rd Eye Safety, GPS and Service Verification hardware on each collection vehicle. In addition, CWD will grant the City access to view live GPS breadcrumb trails of collection vehicles throughout the day. This will allow for instant access to CWD truck locations, allowing for the City to quickly determine if a vehicle has been down a street yet and the status of the routes.

Safety Monitoring and Metrics

Each collection truck in the City will have a safety camera facing the driver and the front of the vehicle. This device triggers a recording any time a G-force or shock event occurs. That recording is then reviewed by designated individuals and the event is provided a safety grade, which is based on the policies and procedures established by CWD. This allows CWD to monitor risky drivers and provide additional coaching or identify behaviors that could be dangerous to others, and take precautionary action.

Live GPS Tracking and Breadcrumb Trails

CWD will utilize GPS tracking through 3rd Eye's integrated truck system on collection vehicles used for this contract. GPS breadcrumb trails are made instantly available to CWD and City Staff to see exactly where the trucks servicing the City are and where they have already been that day.

Continuous Video Recording and Service Verification

In addition to the 3rd Eye Safety Monitoring and Live GPS capabilities, CWD trucks servicing the City will be equipped with their Verif-Eye Service Confirmation System. Each collection truck is equipped with 4-6 cameras (depending on type) and the Verif-Eye system allows for those cameras to be continuously recording throughout the day. In the back office, CWD employees and managers have the ability to search by address and submit a request for a 1–5-minute video. There is no charge for the video request and the media link to the video is provided typically within minutes.

An example of how the process works is provided on the following page

The example below is from a vehicle in Wylie, TX
The numbers listed correspond to the numbers on the pictures

1. GPS breadcrumb for up to 6 vehicles at one time are available and live within 30 seconds
2. GPS trails can be pulled for a particular period and time frame as far back as roughly 90-days
3. Specific addresses can be immediately located on a route (*in this case 530 Highland Ridge, Wylie*)
 - *The City will have direct access to items #1-3 above in the 3rd Eye interface*
4. Video requests can be pulled by address for up to 5 minutes per video.
 - Note – there is no cost associated with a video request and video can be pulled as far back as roughly 10 service days with that particular vehicle. Once requested, videos are stored indefinitely in the portal
5. The CWD employee submitting the video can see what area of the route the video will cover
6. Once request is submitted, an email link to the video is provided to the user showing the location of the truck and a video feed of all cameras on the vehicle



3. Procedure for responding to request for service

CWD will respond to all City Staff emails within **one hour**. Contact information for operational managers will be provided to City Staff for any issues that arise outside of Customer Service operating hours.

A designated CWD Residential Supervisor will be available for **direct** contact with the City on each collection day. The direct communication with the supervisor will provide immediate confirmation of a resolution. Additionally, CWD will provide the City with the contact information of the Customer Service Manager, Tommy Johnson, who will be the liaison between customer service and any **direct** City requests.

CWD Customer Service Community - (See Tab 10 for additional details)

4. Identify the names of the contacts for the City
5. Identify emergency contacts

Below is a list of key contacts for this contract. In the transition process, CWD will meet with the City and go through all processes and procedures, including who to call for which scenario.

Name	Position/Title	Role
Jason Roemer	President	Contract manager – <u>emergency contact</u>
Greg Roemer	CEO	Owner – available as needed
Wanda Smith	Municipal Coordinator	Assists with contract management, key role in CWD's involvement in the community – <u>emergency contact</u>
Paul Hansen	General Manager	Oversees all CWD operations – <u>emergency contact</u>
JB Sweeney	Assistant General Manager	Manages residential managers and driver routes – <u>emergency contact</u>
David Flanagan	Fleet / Shop Manager	Over all CWD maintenance and container shop
David Guyer	Safety / Compliance Manager	Safety manager (spills, accidents, damage claims) – <u>emergency contact</u>
Tommy Johnson	Customer Service Manager	Manages quality of customer service and grievance resolution – emergency contact
Miguel Martinez	Residential Systems Manager	Manages all residential collections / drivers
Rodney Buck	Roll Off Systems Manager	Manages roll off collections / drivers
Blanca Romero	Dispatch Manager	Oversees all dispatchers and routing
Parker Pomykal	Residential Route Supervisor	Oversees the drivers specifically servicing this contract – <u>emergency contact</u>

RESIDENTIAL RATE SCHEDULE

BASE SERVICE (Residential):

- A. Automated Solid Waste Collection, **Once per Week, 95-Gallon CWD Cart**
Including **up to 4 Cubic Yards Bulky Waste and Unlimited Bundled Brush** Collection Once per
Month
Per Unit Per Month **\$14.70**
- B. Recyclable Materials Collection &
Processing Once a Week Collection, 95-
Gallon Polycart Per Unit Per Month \$
\$5.40
- C. Solid Waste and Recycling removal service at City Facilities
listed in Exhibit A \$ **NO CHARGE**

OPTIONAL SERVICES (Residential):

- 1. Household Hazardous Waste
 - a. City-paid Events
Contractor to propose a program similar to a
2x per year event and provide cost estimates \$ See exhibit A-1
 - b. On-demand Service
Contractor to propose a program where residents call in for HHW to be picked up at the house
\$1.00/per unit per month
 - c. Unusual Accumulation Per Pickup
\$ 20.00 per cubic yard
 - a. Construction Debris Per Pickup
\$ 15.00 per cubic yard or see roll off rates
 - d. Contractor-paid Events
Contractor to propose a program as in 1a. for which contractor pays all costs
\$ attach proposal

Note – all rates are net to CWD and do not include franchise fees, taxes or city administrative fees

- e. On-Demand Household Hazardous Waste & E-Waste Collection Contractor to propose a program for this type of collection \$ See exhibit A-1
- f. Once per year cart cleaning Per ~~resident~~ unit per month, trash & recycling bins \$ INCLUDED in CWD's base proposal rates

OPTIONAL SERVICES (Commercial):

For each optional service, contractor shall provide the additional cost per unit, per month, as applicable. Contractor shall include in submittal the details of the proposed services. Pricing and descriptions of alternate offerings for optional services shall be included in submittal.

- 1. Recyclable Materials Collection & Processing
 - a. Commercial/Industrial - Once a Week Collection \$ additional information needed
 - b. Unusual Accumulation Per Pickup \$ additional information needed
 - c. Construction Debris Per Pickup \$ additional information needed
- 2. Recyclable Materials Collection & Processing
 - a. Apartment Complexes - Once a Week Collection \$ additional information needed
 - b. Unusual Accumulation - Per Pickup \$ negotiable
 - c. Construction Debris - Per Pickup \$ negotiable

Note – all rates are net to CWD and do not include franchise fees, taxes or city administrative fees

COMMERCIAL RATE SCHEDULE

Commercial Hand Collection, Per 90 - 96 Gallon Polycart*

*List container specifications and warranty program provided in Exhibit E

Automated Collection Cost:

Once Per Week \$ 22.39

Two Carts Once Per Week \$ 33.59

COMMERCIAL HAND COLLECTION RATES							
Size/Pickup	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	Extra
1 – 5 bags	NO BID	NO BID					
6 – 10 bags	NO BID						
1 Polycart	22.39						
2 Polycarts	33.59						
3 Polycarts	40.30						

FRONT LOAD CONTAINER RATES							
Size/Pickup	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	Extra
2 Cu Yd	80.20	126.98	173.75	CWD is proposing to service commercial containers up to 3xWeek. Customers that currently have pickups 4+ times per week will be provided additional containers at the contract rate.			90.00
3 Cu Yd	104.48	482.80	263.07				96.00
4 Cu Yd	132.60	227.00	325.45				103.00
6 Cu Yd	164.73	291.28	415.82				125.00
8 Cu Yd	218.95	365.62	512.26	CWD is open to discussing with the City this proposed method.			150.00

TEMPORARY FRONT- LOAD FOR RESIDENTIAL PURPOSES

Price to include delivery, rental, removal, and disposal

costs: 6 Cubic Yard \$ NO BID

8 Cubic Yard \$ NO BID

Note – all rates are net to CWD and do not include franchise fees, taxes or city administrative fees

Roll-Off Containers:

20 Cubic Yard Open Top Per Haul (Including Disposal) \$ 638.72

30 Cubic Yard Open Top Per Haul (Including Disposal) \$ 719.60

40 Cubic Yard Open Top Per Haul (Including Disposal) \$ 800.49

Delivery and Exchange \$ 107.85

Daily Container Rental \$ 7.29

Compactors:

6 Cubic Yard Per ~~Haul~~ Week (Including Disposal) \$ 792.20 per month

8 Cubic Yard Per ~~Haul~~ Week (Including Disposal) \$ 993.68 per month

20 Cubic Yard Per Haul (Including Disposal) \$ 800.49

30 Cubic Yard Per Haul (Including Disposal) \$ 800.49

35 Cubic Yard Per Haul (Including Disposal) \$ 800.49

40 Cubic Yard Per Haul (Including Disposal) \$ 800.49

Note 1 – Haul rates above include four (4) tons of disposal. Disposal over four (4) tons will be charged at \$67.74 per ton. Loads that exceed the D.O.T. maximum weight limit of 54,000 pounds Gross Vehicle Weight (GVW), will be billed an additional \$116.43 per ton for all tons in excess of 54,000 pounds GVW

All rates are net to CWD and do not include franchise fees, taxes or city administrative fees

EXHIBIT A

Estimate of City Facility Services to be Provided at No Charge

Location Name
City Hall
Public Works Facility
Fire Department
Administrative Building
Police Department
Library
Pecan Orchard?
Other Parks?

Polycarts for recyclables located at City Hall and serviced by residential routes. CLEAN-UP EVENTS (x8)

Contractor shall provide up to eight (8) 30-yard roll-off containers free of charge for City events, as requested. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notice to Contractor to schedule such events.

CWD has included in the base rate, eight (8) 30-yard roll off containers at two (2) cleanup events each year.

EXHIBIT A-1

Additional Service – City Hazardous or Special Waste

E1: Hazardous or Special Waste Once a Month Collection

On a separate sheet labeled “Additional Service – City Hazardous or Special Waste– Exhibit A1”. The Contractor will provide these services to the City on a cost **per service per home per month** basis. Also, in the event that the City’s containers are full and need a special disposal, the Contractor will accommodate the City when possible, **for the contract roll off rate**.

CWD rate = \$1.00 per home per month (in addition to the service options selected)

Residential Door Side Household Hazardous Waste and Used Electronics Collection

This is an additional program that CWD provides to residents so that home-generated waste, including household hazardous waste, can be safely and easily disposed of or recycled. Door side collection is an effective avenue to encourage participation by those who cannot or will not drive to events or drop off locations. Upon request, CWD will provide a collection kit, instructions and a collection date to the resident.

Residents can receive a collection up to 1xMonth on the designated day (ex: 1st and 3rd Wednesday). To schedule a collection, a resident will:

1. Call / Email / utilize Mobile App to contact CWD Customer Service
2. CWD Customer Service will advise the resident of the next scheduled date
3. A collection kit will be mailed to the resident **at no charge** which will also have the date written on the package along with the collection setout details
4. CWD will perform the collection on the designated day



HOUSEHOLD HAZARDOUS WASTE & USED ELECTRONICS

RESIDENTIAL DOOR SIDE COLLECTION PROGRAM

THANK YOU for caring enough to properly dispose of your leftover household hazardous waste materials, including used electronics.

Customer Service
972.392.9300
Option 2
Monday-Friday
7:30am-5:30pm
Saturday
8:00am-2:00pm



Collection Kit
The kit is comprised of a 30-gallon plastic bag, instruction sheet, and labels for unmarked containers.



Collection Bag
For unmarked containers, use the provided labels to denote the contents. Put labeled items in the bag, but please do not overfill it. Electronics, auto batteries and fluorescent bulbs must be placed in cardboard boxes next to the filled bag.



Collection Day
Place the secured bag near your entrance door, garage or other area near the front of your home. Do not place the bag in or near an alley, at the curb or in the street. Do not allow children or pets access to the bag. Ensure the bag is out by 7:00 am on your scheduled day and is visible from the street.

Your collection date is _____

File/Flyer/Door Side Collection - HHW & Used Electronics 04/2021/19

ACCEPTABLE ITEMS

Poison	Thermometers (No Mercury)	Auto Batteries (Up to Five)
Solvent	Fungicide	Fluorescent Straight Tubes, CFLs (Combined Total of No More than Five)
Oil-based & Latex Paint	Metal Polish	Television (One Only)
Aerosols	Moth Balls	Used Electronic Waste
Cleaners	Cresosote	Fire Extinguisher (One Only)
Gasoline	Used Motor Oil	
Antifreeze		

All liquids must be in sealed, labeled containers of five gallons or less.

NON-ACCEPTABLE ITEMS



Sharps (including needles and syringes placed into a sealed rigid plastic container)
Medicine
Ammunition
Explosives
Tires
Asbestos
Any Materials in Unlabeled or Leaking Containers
Bulky Items (Gas/Propane Cylinders, Lamps, Appliances, etc.)

SAFETY REMINDERS

- 1 Never mix materials; there may be an adverse chemical reaction!
- 2 Keep materials in their original containers whenever possible.
- 3 Always seal containers to prevent leakage.
- 4 Label any items that are not already clearly marked.

GENERAL GUIDELINES

- ★ Place your household hazardous waste **INSIDE** the bag to a MAXIMUM of 40 lbs. **DO NOT OVERFILL THE BAG.**
- ★ Use only the bag provided to you.
- ★ The bag must be closed securely.
- ★ Do not drag the bag.
- ★ Place all electronics, auto batteries, and fluorescent bulbs in cardboard boxes **OUTSIDE** the bag. Wrap fluorescent tubes together with tape if you are disposing of more than one. If available, use the original packaging to hold the tubes and stand them up to prevent breakage.

LIMITS

The maximum quantity of waste items to be collected is limited to what will fit in the bag, with the exception of up to five (5) auto batteries, five (5) fluorescent tubes and/or CFLs, and limited consumer electronics outside the bag.

Individual items or bags may not weigh more than 40 pounds. Combined items should not exceed one (1) cubic yard.

972.392.9300
Monday-Friday 7:30 AM - 5:30 PM
Saturday 8:00 AM - 2:00 PM

COMMON ELIGIBLE ITEMS

Household Hazardous Waste (HHW): Aerosols, Air/Irrigation Supplies (Adhesive/Paint), Automotive Products (Antifreeze, Motor Oil, etc.), Batteries (Automotive/Household), Cleaners/Wax, Flammables, Lubricant (Oil), Paint, Personal Products, Poison (Household/Garden), Used Electronic Waste: CRT (Computer Monitor), Television, CPU, Laptop, Handheld Computer, Keyboard, Printer, Mouse, Cable, CD-ROM, Remote Control, Calculator, VCR, CD Player, Stereo, Scanner, House Phone

Note – all rates are net to CWD and do not include franchise fees, taxes or city administrative fees

EXHIBIT B

Leased Equipment Rates

On a separate sheet labeled “Leased Equipment Rates – Exhibit B” please list out all equipment that the Contractor expects to make available to commercial customers and the lease price for each piece.

All Front Load and Open Top rental rates have been included in our pricing.

Rental Rates for compactors are to be negotiated upon request, as this type of equipment can vary depending on specifications needed by the customer.

Front Load Commercial Containers: CWD provides 2, 3, 4, 6, and 8 cubic yard front load trash containers for commercial customers. Wastequip is the proposed vendor of these containers. All solid waste containers will be painted grey with a CWD logo and information on the front. Any commercial OCC recycle containers will be painted green and have a slot for broken down cardboard.

Our drivers are trained to call in any containers that need to be repainted or replaced due to damage. Standard frequency is by City/customer request.



CWD will purchase new Front End Load Containers as needed by customers



CWD on-site container paint facility

Roll Off and Compactor Containers: Stationary compactors with receiving containers, self-contained compactors, and 20, 30, and 40-yard open tops will be available to commercial customers. Wastequip is the proposed vendor of Open Tops. CWD offers a wide variety of compactors that customers can rent or purchase for use. We will also service customer owned compactors. With several technicians on staff, trained to operate on malfunctioning compactors, CWD can quickly repair or replace equipment as need by the customer.



35 cubic yard self contained compactor



2-yard stationary compactor with a 40-cubic yard receiving container



6 cubic yard front load compactor

EXHIBIT C

Storm Debris/Emergency Response Supplemental Bulky Brush Collection

On a separate sheet labeled “Storm Debris/Emergency Response Supplemental Bulky Brush Collection – Exhibit C” please provide to City a proposal on a per ten (10) cubic yard basis for emergency or disaster response related to bulky brush pickup events.

A recent example of CWD’s ability to respond to an unexpected weather event came after the May 2025 wind storm, CWD quickly deployed SDM crews to impacted cities within 24 hours. Over the course of a month, CWD collected over **61,000 cubic yards of storm debris** as a result of the wind storm. During the entire cleanup, CWD was in daily contact with the impacted cities, providing crucial updates, relevant weight data and maps of completed areas. This allowed those municipalities to apply and receive government relief for the storm cleanup efforts.

CWD Storm Debris Management Program:

At the City’s request, CWD will dispatch crews to provide swift Storm Debris Management (SDM). Depending on the damage or size of the storm, CWD will deploy one or both of the following SDM Teams within 24 hours.

Team 1: Rear Load and Boom Trucks:

This team will consist of 2 trucks and 3 CWD employees. Rear load crews are excellent for bulky waste items or narrow residential streets, whereas Boom Trucks excel at quickly collecting fallen trees and brush piles with a lift arm. Under CWD’s supervision, up to 44 trucks and crews can be dispatched on Saturdays and Sundays. The Charge is **\$260.00** per truck hour plus disposal.



*On short notice,
CWD will
deploy SDM
crews*



Team 2: Open Tops and Bobcats:

Again, CWD employees will provide and operate bobcats to load CWD open tops. This system is excellent for demolition of large structures. In the 2012 tornado event in Forney, TX, CWD members of Team 2 cleared over **1,520 yards of debris in just 133 hours**. The charge is **\$125.00** per bobcat hour plus standard roll off open top haul rate.

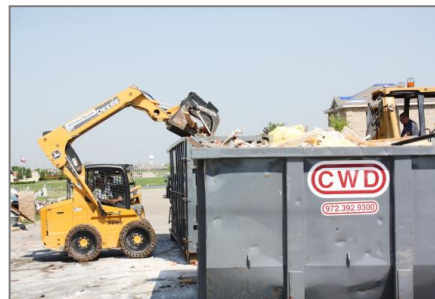


EXHIBIT D

Optional Commercial Recycling

On a separate sheet labeled “Optional Commercial Recycling – Exhibit D” please include an attachment that provides information on available commercial recycling opportunities. Please include options for apartment complexes.

CWD can work with the City to discuss Commercial Recycling opportunities, as additional information would need to be provided (number of units, type of recycling, etc.).

At the start of the contract, CWD will offer commercial businesses 95-gallon polycarts for single stream recycling.

EXHIBIT E

Location of Business and Disposal Sites

On a separate sheet labeled “Location of Business – Exhibit E”, please provide to City a detail of where Contractor’s main business is located and the location from which the trucks will be dispatched for collections in the City. Also, please detail where the Solid Waste Disposal sites and Recyclable Processing Site is located.

CWD has grown to become the largest independently owned and operated waste hauling company in Dallas County without ever owning a landfill. Our strategy has been to use existing landfills within our daily refuse routes and not sign long term agreements.

Healthy competition among landfill owners has consistently provided the best pricing available. Using the landfill of our choice based on proximity to our customers’ locations allows CWD to use the abundance of resources, and in turn, give our customers better rates.

Location of business (all CWD operations): 2010 California Crossing, Dallas, TX 75220

Solid Waste, Bulky Waste and Brush

- Primary – Turkey Creek Landfill (Waste Connections) - 9100 I-35W, Alvarado, TX 76009
- Secondary – Southeast Landfill (Republic Services) - 6289 Salt Rd, Fort Worth, TX 76140
 - CWD also operates a TCEQ Certified Transfer Station at our 2010 California Crossing Rd. location in Dallas. We are permitted to transfer up to 40,000 tons per month and currently transferring 10,000 tons per month. This transfer station gives CWD the ability to put a cap on what local landfills can charge. At a certain cost point, CWD can deliver trash to our Transfer Station and deliver this to a farther away landfill at a lower cost.
- See **Tab 8 – Disposal Sites & CWD Permit** for additional information on area landfills CWD contracts with.

Residential Recycling Material Recovery Facility (MRF)

- Community Waste Disposal MRF – 2010 California Crossing Rd, Dallas, TX 75220 – 23 miles from City Hall.
- CWD’s current 100,000 square foot Material Recovery Facility (MRF) is designed for single stream recycling, and can process 400 tons of recyclables per day. CWD drivers bring all recyclable materials to this facility at 2010 California Crossing, Dallas, TX 75220, where loads are weighed and corresponding customer information is documented. This data is retrieved at the end of each month so that tonnage information can be sent to each city office we service.
- See **Tab 7** for more information on CWD’s MRF

EXHIBIT F

Polycart/Bin Specifications and Warranty

Contractor shall include the specifications and warranty of the residential polycarts/bins being proposed for recyclables. Specifications should include color, size, capacity, manufacturing process, hardware, etc. Any attachments, pictures, or other documentation relating to this item should be marked "Exhibit F". The City of Kennedale reserves the right to examine samples.

CWD will purchase residential carts from Otto. Each resident will be provided a 95-gallon **blue** recycle cart.

All Otto carts have a 10-year full replacement. This means if the lid cracks on year 9, day 364, the damaged cart will be completely replaced at no charge.

CWD is proposing to utilize Otto Millennium 95-gallon Polycarts. One of the key features of this cart is they are one of the only, if not the only, carts that can withstand up to **40 mile per hour winds before tipping over**.



EXHIBIT G

Customer Service Policy and Contact Information

Attach a copy of your company policy addressing Customer Service standards. Be certain this information includes company contact names and phone numbers and the hours they will be available. Documentation relating to this item should be marked "Exhibit G".

Our Customer Service Community is located at our main office at 2010 California Crossing, Dallas, TX 75220. Hours of operations are Monday through Friday, 8:00 AM - 5:00 PM and from 8:00 AM - 2:00 PM on Saturday. Our after-hours voicemail is available 24/7 for all other calls.

CWD does **NOT** utilize an off-site customer service call center that handles multiple states. All CWD operations, employees and staff are located at our single location in Dallas.

There are thirty-six (36) men and women in CWD's Customer Service Community. When a resident calls CWD, a customer service associate will quickly assess the situation and alert the appropriate dispatcher or operations manager to expedite a solution. This approach is achievable because CWD's Customer Service Community is all housed at the same location as the drivers, with customer service being next door to dispatch, operations management and driver check-in area. This means ultra-fast information turnaround for all of your needs and **NOT** a regional call center handling services across multiple states.

Since November 2023 and October 2024, CWD's Customer Service Community

Answered over **159,700 calls**

54% of calls are answered within 15 seconds

Supervisor to Customer Service Representative Ratio = 1:5

Below is a table outlining CWD's missed collection procedure

A. Scheduled Customers	By close of business on their scheduled service day
B. Scheduled Customers	Within one business day (24 hours) of their call
C. Missed Collection Recovery Schedule	1. Contact CWD <u>before</u> 12:00pm on scheduled service day: Receive same day service. 2. Contact CWD <u>after</u> 12:00pm on scheduled service day if route driver is still in the city : Receive same day service. 3. If driver is not in the city: Driver will return on next scheduled business day when like services are being performed. 4. Day after scheduled service day-Contact CWD <u>before</u> 12:00pm: Receive same day service. 5. Day after scheduled service day-Contact CWD <u>after</u> 12:00pm: Receive service next scheduled business day when like services are being performed.

Missed Pickup Reporting Process – Full Transparency

Keeping the City informed of pending action items is vital to day-to-day operations. In order to provide the City full transparency of any pending items, CWD has a daily reporting process that will provide the City that information along with the address, status, type of grievance and resolution. This report can be sent up to three (3) times per day, allowing for nearly real time information regarding outstanding requests received by CWD, whether sent from the City or submitted directly by the customer.

KELLER - RESIDENT Open and Outstanding Grievances

Create Date	Account No	Address	Type of Grievance	Status	Request By	Closed Date
10/14/2024	103357-8695	300 N PEARSON LN	RESI-BULK	CLOSED	LARRY 817-247-3862	10/14/2024
10/14/2024	103357-6015	421 DEER RUN	RESI-HHW	OPEN	ARRON	

Daily Electronic Non-Compliant Report

This method utilizes an “electronic tag” to compile information. This is primarily used when a cart is not placed out for service or has a contractor’s car parked too close to the carts. The reason an electronic tag is used in this situation is the cart isn’t out for service for a physical tag, or the vehicle parked there is likely to not be present by the time the carts are retrieved. The latter is often knowledge the driver has of his specific route and that location.

In this scenario, a driver will radio dispatch an address with a tag, take a picture and the address is placed on a Non-Compliant Report. Details of the report are provided below:

- This report consists of addresses that a driver has communicated to our dispatch team, that have an out of compliance set out. This could range from a cart that is full of bricks and too heavy to dump, to a bulk pile that has paint buckets inside.
- Once the address and reason are reported to Dispatch, they are placed on a daily report that is sent to the City three separate times throughout the day. This ensures both the City and CWD Customer Service have the most updated information to address questions from residents.
- This report can be distributed to any contact within the City.
- While CWD Customer Service is here to handle 99% of service-related calls/questions, we are well aware that some residents will still choose to contact the City directly. This report provides City Staff with updated information needed to answer and address questions that come in.

Daily report below

SOUTHLAKE Residential NON-COMPLIANCE Report			
2 Days			
Cust Acct# Tag Type	Cust Name Tag Notes	Cust Address	Tag Date
112744-5592 TAGGED	SOUTHLAKE - RESIDENTIAL trash not out for service at 9am when recycle came through to service but trash was out when the trash came through to service at 3pm. Driver serviced a bag that was placed out for service.	2000 MORGAN RD	10/30/2024
Pictures are available upon request.			

Weekly summary report below

SOUTHLAKE Residential NON-COMPLIANCE Report			
2 Weekly (Prior Week)			
Cust Acct# Tag Type	Cust Name Tag Notes	Cust Address	Tag Date
112744-1249 TAGGED	SOUTHLAKE - RESIDENTIAL PER DRIVER 2ND RECYCLE CART OVERLOADED TOO CLOSE	400 CANYON PARK CT	10/4/2024
Pictures are available upon request.			
112744-384 TAGGED	SOUTHLAKE - RESIDENTIAL PER COMPLETED HHW LIST FOR 10-02-24 DRIVER REPORTED "NOTHING OUT FOR COLLECTION"	1320 BENT TRAIL CIR	10/3/2024
112744-4498 TAGGED	SOUTHLAKE - RESIDENTIAL PER DRIVER - left a table that has a free sign / if it's still out second cycle will trash	1382 LAKEVIEW DR	10/1/2024
Pictures are available upon request.			
112744-508 TAGGED	SOUTHLAKE - RESIDENTIAL PER COMPLETED HHW LIST FOR 10-02-24 DRIVER REPORTED "NOTHING OUT FOR COLLECTION"	311 BLANCO CIR	10/3/2024

DEVIATIONS TO SPECIFICATIONS RFP

#2025-001

SOLID WASTE COLLECTION AND RECYCLING SERVICES NOTE: THIS

PAGE MUST BE INCLUDED WITH YOUR PROPOSAL

EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

Please initial: _____

_____ We have not made exceptions or deviations to specifications.

JR We have made exceptions or deviations to specifications. Please list exceptions/deviations in the space below.

We have not made exceptions to the Contract provisions

1. RFP Section 11.02 – Item #2 – Modification of Rates – Exception

- Section 11.02 – Item #2 – states that the CPI increase cannot exceed three percent (3%). CWD is proposing the option of a "term cap" of twenty (20) percent over contract years 2-5.
- Term Cap would still only allow for the rates to be adjusted an average of no more than 5% per year, however it does allow for any spike in CPI to be realized, as well as the scenario where CPI is lower.
- Please note this is not an exception, CWD is simply stating that we would like to discuss with the City the notion of a "term cap" in lieu of an annual cap.

FIRM NAME: Community Waste Disposal L.P.

SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF FIRM: Jason Roemer

DATE: 2/28/25

SIGNER'S NAME AND TITLE: Jason Roemer - President

In submitting this proposal, the Respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Alvarado.
2. The undersigned affirms he has familiarized himself/herself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be within 20 calendar days unless a different period is noted by the Respondent.
4. The undersigned affirms that he or she is duly authorized to execute this Contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Alvarado, and that the contents of this bid have not been communicated to any other Respondent or to any employee of the City of Alvarado prior to the official opening of this proposal.
5. The Respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council member, official, or employee of the City of Alvarado in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal.
6. The Respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. The Respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
8. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
9. The undersigned affirms that he/she has read and understands the specifications and any attachments contained in this proposal package.
10. The Contract is not valid until approved by City Council. When an award letter is issued, it becomes a part of this Contract.

NAME AND ADDRESS OF COMPANY:

Community Waste Disposal, L.P.
2010 California Crossing Rd.
Dallas, TX 75220

AUTHORIZED REPRESENTATIVE:

Signature 

Date **February 28, 2025**

Name **Jason Roemer**

Title: **President**

Phone / Email: **214.418.5017 / jroemer@cwd.to**

COMPANY IS:

Business included in a Corporate Income Tax Return? **YES** / NO

Corporation organized & existing under the laws of the State of Partnership consisting of Individual trading as Principal offices are in the city of Dallas

CWD is a Limited Partnership

CONTRACTOR'S PROPOSAL

[Appropriate Acknowledgment must be completed]

CORPORATE ACKNOWLEDGMENT RFP #2025-001

THE STATE OF § Texas
COUNTY OF § Dallas §

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

(Print Name) (Print Title)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20

Notary Public

My Commission expires: Seal

SINGLE ACKNOWLEDGMENT RFP #2025-001

THE STATE OF § Texas
COUNTY OF § Dallas § Community Waste Disposal L.P.

Jason Roemer - Jason Roemer | President

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20

Notary Public

My Commission expires: Seal

Laura Pineda



EXHIBIT B
PARTNERSHIP ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

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

(Print Name) (Print Title)

of a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that he or she was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20.

Notary Public My Commission expires:

Seal

Overview of Community Waste Disposal (CWD)

Community Waste Disposal is the largest independently owned non-hazardous solid waste and recycling company in North Texas. Solid waste, as well as recycling collection, is our business. From the onset in 1984, CWD has prided itself in being the most innovative company when it comes to designing programs that best fit our customers' needs.

We employ more than 500 dedicated men and women, many of whom have been with CWD for five or more years. We operate 185+ collection vehicles that are maintained by our on-site truck shop.

CWD strives for excellence in doing what we do best, and our focus on our service area provides great benefits for our customers. Due to our longevity, it should be obvious that we are not interested in building a solid waste and recycling company in a hurry in order to sell it and depart from the industry. We are still in business because we offer what the other solid waste haulers cannot: Personalized programs where value is placed on building lasting partnerships with our customers.

In today's economy, we are confident that CWD's business plan, combined with strong management, will enable us to remain the most reliable independent solid waste provider in the marketplace.





Greg A. Roemer

Chief Executive Officer

Greg came to Dallas in 1980 as a sales representative for what was at that time the nation's largest waste management company. In 1984, with two employees, one truck, and zero customers, he started Community Waste Disposal, which has grown to become the largest locally owned and operated solid waste hauler in the Metroplex. CWD consistently ranks among the top fifty of approximately 7,000 waste and recycling companies in the United States every year. Greg is a past President of the Dallas Corporate Recycling Council and has served on the Resource Conservation Commission Board at the North Central Area of Governments.

CWD Management Team



Jason Roemer

President

Jason Roemer, who holds a degree in Business Management and Marketing as well as an MBA with Risk Management emphasis, started his CWD career in 2017 as a Municipal Manager. In 2021, Jason was promoted to Vice President. Prior to CWD, he spent three years working in the Health and Safety Industry, assisting major oil and gas refineries execute site level safety policies and procedures for subcontractors.

Jason is responsible for the overall direction of CWD. He is instrumental in forming business relationships with customers and vendors. His oversight encompasses every area including operations, finance, sales, marketing and strategic management. Reporting directly to Jason are CWD's Chief Financial Officer, General Manager, and Sales Force.

Working as Vice President, Jason's responsibilities include: facilitating new/existing Municipal contracts, CWD's Open Market Sales Department, oversight of operational managers and supervisors, implementation of fleet technology, participating in asset acquisition decisions, and developing CWD's long-term strategic direction.



CWD Management Team



Jim Huyck

Chief Financial Officer

Jim Huyck has a Bachelor's degree in Accounting from Old Dominion University and a Master's degree in Forensic Accounting from Florida Atlantic University. He is a licensed CPA and CMA. Jim has been with CWD since 2020 and was promoted to Chief Financial Officer in 2023. He has over 16 years of Finance Management experience.

Working as a CFO, Jim is responsible for managing the financial actions of CWD. Jim's duties include direct oversight of the Finance, Payroll, IT, and Shop departments.

CWD Management Team



Paul Hansen

General Manager

Paul Hansen received both his BBA in Finance and his MBA from Baylor University. With over 16 years of experience with Community Waste Disposal, Paul has made a career in waste management with more than 30 years of overall Industry Experience.

As General Manager, Paul's duties include direct oversight and control of CWD's operational departments including Fleet Services, Residential and Commercial Trash/Recycling Services, Safety and Personnel, Dispatch, and Route Manager.

His industry training and certifications include TCEQ Class A MSW Operator – SW000870, SMITH System – Defensive Driving and a Commercial Driver's License for over 20 years.

CWD Management Team



JB Sweeney

Assistant General Manager

JB Sweeney has 24+ years of solid waste management and leadership experience that includes a vast knowledge of the DFW Metroplex.

As Assistant General Manager, JB is responsible for ensuring safe, timely, and quality customer service within CWD's Residential and Commercial collection operations. He also assists the Safety Department to ensure employee and public safety, and works to create and maintain strong business relationships with our municipal partners.

CWD Management Team



David Flanagan

Fleet Manager

With more than 30 years of fleet maintenance experience – both technical and managerial - David is responsible for the oversight and maintenance of Community Waste Disposal's vehicle fleet and shop operations as well as facilities maintenance.

David manages more than 60 employees at CWD. His duties also include supervising CWD's shop, paint shop, and compactor repair personnel, compactor installations, maintenance and service calls.

David's individual industry training/certifications include numerous OEM technical training certifications, DOT brake certification, EPA 608 universal, and 609 certifications. As a technician, David has won multiple state and national technician competitions, and has participated in multiple TMC (Truck Maintenance Council) "best practices" seminars that develop maintenance standards for the industry.



CWD Management Team



Abraham Valverde

MRF Plant Manager

Abraham Valverde holds a Bachelor's Degree in Business Administration from Facultad de Ciencias de la Administración. Abraham began his career at CWD in 2012 as MRF Production Supervisor and was promoted to Commercial Manager in 2014. In 2017, Abraham took over the role of MRF Plant Manager.

As MRF Plant Manager, Abraham coordinates manpower to minimize waste, maximizes the sorting production, inspects the quality of sorting materials, hires associates, implements safety protocols, and leads MRF employees, ensuring they are working toward the company's goals.

CWD Management Team



Nicole Roemer

Municipal Director

Nicole has a Bachelor's degree in Business Management from Oklahoma State University. She has been employed full-time at CWD since 2013.

Working as Municipal Director, Nicole is responsible for facilitating existing Municipal contracts and seeking new contracts. Her primary responsibilities include: day-to-day interaction with existing and new Municipal City contacts, participating in community involvement and outreach, managing all service inquiries and concerns, renewing current Municipal contracts, and the implementation of new operational efficiencies.

Having worked for CWD throughout her college career in different capacities, Nicole came to CWD with a high-level knowledge of the business.

CWD Management Team



Robert Medigovich

Municipal Coordinator

Robert Medigovich joined the team at Community Waste Disposal (CWD) in 1996 as a Municipal Coordinator. While in graduate school in Lubbock, Texas, Robert got involved in the recycling industry. He completed a Master of Public Administration with Environmental Emphasis, while implementing a residential recycling program for the City of Lubbock.

Working as a Municipal Manager, Robert is responsible for facilitating existing Municipal contracts. His primary responsibilities include: day-to-day interaction with existing Municipal City contacts, participating in community involvement and outreach, managing all service inquiries and concerns, renewing current Municipal contracts and the implementation of new operational efficiencies.

Robert manages the daily waste minimization programs for 12 municipalities CWD services in the Dallas/Fort Worth Area.



CWD Management Team



Wanda Smith

Municipal Coordinator

Wanda Smith joined the team at Community Waste Disposal in 2023 as an Open Market Sales Representative. In 2024, Wanda was called to her current role as Municipal Coordinator

Wanda oversees the planning and execution of local initiatives, working closely with city officials, community organizations, and residents to address the needs and priorities of the municipality. Wanda is known for her strong organizational skills, ability to manage complex projects and is dedicated to improving the quality of life within the community.

A graduate of Clemson University and Southern Methodist University, Wanda has developed a strong foundation of understanding of municipal planning and community development. Wanda is always happy to provide the highest level of service to our North Texas communities.

CWD Management Team



Tommy Johnson

Manager of Customer Service

With over 20 years of experience delivering consistent customer service excellence and operational improvements, Tommy is responsible for developing and maintaining good customer relations ensuring CWD strives to exceed our customers' expectations.

Tommy joined the CWD family in 2021 and is integral in implementing and managing CWD's customer service policies, procedures and standards. He works closely with all CWD departments to provide customer service personnel with comprehensive service and product knowledge to maximize our ability to handle any situation in the most effective manner.

Tommy is responsible for hiring, training and appraising the performance of customer service personnel including providing customer service personnel with guidance in handling difficult or complex issues for an effective and efficient resolution.



CWD Management Team



Miguel Martinez

Residential Manager

Miguel Martinez has been with Community Waste Disposal since 2015. Originally hired as a Roll Off Driver, Miguel was promoted to Residential Field Supervisor in 2016.

As Residential Manager, Miguel oversees the Residential Field Supervisor Team, completion of collection routes, participates in hiring/training/retention and maximizes route productivity.

CWD Management Team



Dave Guyer

Safety & Compliance Manager

Dave manages the company's Safety/Risk and Personnel/Hiring departments. He served in the USMC and attended the University of Oklahoma. Dave has more than 15 years of experience in the Safety field – from Orientation Presenter to Director.

Dave's Safety & Risk Management duties include managing DOT, OSHA, TCEQ, and applicable city, state, and federal regulations, including training and compliance programs. He also documents, investigates, and resolves accident, property, and injury claims. Dave's Personnel Management duties include the screening, interviewing, hiring, orientation, and training of new employees, and administration of company personnel policies and procedures.

Dave's certifications include Director of Safety and Cargo Safety Professional. He was awarded the National Safety Council Defensive Driving Instructor of the Year in 2008, and is a four-time recipient of the Great West Casualty Platinum Safety Award.



CWD Management Team



Fausto Parra



Parker Pomykal



Agustín De Leon



Brian Kreft



Ignacio Ortiz

Residential Field Supervisors

Residential Field Supervisors are responsible for providing excellent service to our customers and for helping our drivers maximize productivity. Their duties also include supervising their employees while on their municipal routes, ensuring routes get serviced in a timely manner, and keeping their employees aligned with the goals of the company.

CWD's Financial Information

CWD's Dun & Bradstreet number is 14-490-5049

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Revenue (000's)	\$40,636	\$48,106	\$54,286	\$62,823	\$72,882	\$80,738	\$82,053	\$93,988	\$106,238	\$114,431 Projected

Community Waste Disposal, L.P. (CWD) is a privately owned, financially strong, and consistently profitable waste disposal and recycling company. The company has been profitable every year since 1984. Not only is the company profitable, but our balance sheet is one of the strongest in the industry. A review of industry standard financial ratios, such as quick ratio, current ratio, receivables turnover, debt to equity etc. will show that CWD meets or beats our competitors in these key statistics.

CWD engages CliftonLarsonAllen (a top 10 accounting firm) to perform a full audit of our financial statements. A copy of the Auditor's Opinion Letter from our most recent audit has been included. Since CWD is a privately held company, we consider our financial statements and related information to be confidential and propriety. It is our opinion that inclusion of this information in the bid package would cause our financials to be subject to Open Records Act requests. In lieu of this, CWD will provide the city temporary custody of our financial statements and auditor's report for review and inspection. We are also willing to meet with representatives of the city to answer any questions concerning our financials or overall financial condition of the company. Another option would be for CWD to provide the financial information to outside legal or accounting firms designated by the city.



CWD's Financial Information



CliftonLarsonAllen LLP
CLAAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors and Stockholders
CWD Management, Inc. and Subsidiaries
Dallas, Texas

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of CWD Management, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations and comprehensive income (loss), changes in equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of CWD Management, Inc. and Subsidiaries as of December 31, 2023 and 2022, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of CWD Management, Inc. and Subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about CWD Management, Inc. and Subsidiaries' ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

(1)

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAGlobal.com/disclaimer](https://www.claglobal.com/disclaimer).



CWD's Financial Information

Board of Directors and Stockholders
CWD Management, Inc. and Subsidiaries

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of CWD Management, Inc. and Subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about CWD Management, Inc. and Subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

(2)

CWD's Financial Information

Board of Directors and Stockholders
CWD Management, Inc. and Subsidiaries

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidated information, consolidating balance sheet, and consolidating statement of operations in the supplementary schedules are presented for purposes of additional analysis of the consolidated financial statements, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidated information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the consolidated information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Dallas, Texas
April 18, 2024

(3)



Community Waste Disposal.com

Since 1984

CWD's Municipal Program Summary

City	Service Commencement Date	Service(s) Provided	City Contact	Phone Number
Addison	2015	Trash Recycling HHW & Used Electronics	Shawn Cheairs	972.450.2818
Allen	1997	Trash Recycling	Steve Massey	214.509.4100
Azle	2007	Trash Recycling	Susie Hiles	817.444.7009
Bridgewater	2020	Trash Recycling	Peter Williams	972.841.2366
Colleyville	2017	Trash Recycling HHW & Used Electronics	Adrienne Lothery	817.503.1112
Corinth	2013	Trash Recycling HHW & Used Electronics	Scott Campbell	940.498.3240
Dalworthington Gardens	2023	Trash Recycling HHW & Used Electronics	Kay Day	682.330.7421
Euless	1992	Curbside Recycling	Chris Barker	817.267.4403
Farmers Branch	2016	Trash Recycling	Shane Davis	972.919.2614
Farmersville	2001	Curbside Recycling HHW & Used Electronics	Paula Jackson	972.784.6093
Forney	2011	Trash Recycling HHW & Used Electronics	Peter Morgan	972.564.7300



Community Waste Disposal.com

Since 1984

CWD's Municipal Program Summary

City	Service Commencement Date	Service(s) Provided	City Contact	Phone Number
Frisco West	2020	Trash Recycling	Alison Nugent	972.469.2031
Glenn Heights	2022	Trash Recycling HHW & Used Electronics	Clifford Blackwell	972.223.1690
Hackberry	2013	Trash Recycling	Brenda Lewallan	972.292.3223
Inspiration	2015	Trash Recycling	Barry Jameson	972.347.6414
Keller	2010	Trash Recycling	Aaron Rector	817.743.4007
Lancaster	2016	Trash Recycling HHW & Used Electronics	Opal Mauldin-Jones, ICMA CM	972.218.1304
Lavon	2014	Trash Recycling HHW & Used Electronics	Kim Dobbs	972.843.4220
Little Elm	1998	Trash Recycling HHW & Used Electronics	Doug Peach	972.294.1821
Lucas	2022	Trash Recycling HHW & Used Electronics	Kent Souriyasak	972.912.1213
McLendon-Chisholm	2018	Trash Recycling	Konrad Hildebrandt	972.524.2077



Community Waste Disposal.com

Since 1984

CWD's Municipal Program Summary

City	Service Commencement Date	Service(s) Provided	City Contact	Phone Number
Melissa	2020	Trash Recycling HHW & Used Electronics	Jason Little	972.838.2338
Nevada	2024	Trash Recycling	Morgan Kowaleski	469.788.7610
Oak Leaf	2023	Trash Recycling	Ronda Quintana	972.617.2660
Ovilla	2018	Trash Recycling	David Henley	972.617.7262
Pantego	2023	Trash Recycling HHW & Used Electronics	Joe Ashton	817.617.3700
Princeton	2019	Trash Recycling	Derek Borg	972.736.2416
Red Oak	2019	Trash Recycling HHW & Used Electronics	Scott Williams	469.218.7723
Sachse	2019	Trash Recycling	Lauren Rose	469.429.0415
Southlake	2023	Trash Recycling HHW & Used Electronics	Lauren LaNeave	817.748.8400
Wylie	2008	Trash Recycling HHW & Used Electronics	Brent Parker	972.516.6010



Servicing a Population of 796,988*



Community Waste Disposal.com

Since 1984

Municipal References – Franchise Contracts

Addison

16801 Westgrove Dr.
Addison, TX 75001
972.450.2818
Shawn Cheairs – scheairs@addisontx.gov

Allen

305 Century Parkway
Allen, Texas 75013
214.509.4100
Steve Massey – smassey@allentexas.org

Azle

613 Southeast Parkway
Azle, Texas 76020
817.444.7009
Susie Hiles – shiles@cityofazle.org

Bridgewater

Culleoka Water Supply Corporation
3388 FM 982
Princeton, Texas 75407
972.841.2366
Peter Williams – peter.williams@culleoka.org

Colleyville

100 Main Street
Colleyville, Texas 76034
817.503.1112
Adrienne Lothery – alothery@colleyville.com

Corinth

3300 Corinth Parkway
Corinth, Texas 76208
940.498.3240
Scott Campbell –
scott.campbell@cityofcorinth.com

Dalworthington Gardens

2600 Roosevelt Drive
Dalworthington Gardens, Texas 76016
682.330.7421
Kay Day – kday@cityofdvg.net

Eules

201 N. Ector Drive
Eules, Texas 76039-3595
817.267.4403
Chris Barker – cbarker@eulesstx.gov

Farmers Branch

13000 William Dodson Parkway
Farmers Branch, Texas 75234
972.919.2614
Shane Davis – shane.davis@farmersbranchtx.gov

Farmersville

205 South Main Street
Farmersville, Texas 75442
972.784.6093
Paula Jackson – paula@farmersvilletx.net



CommunityWasteDisposal.com
Since 1984

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Since 1984

Municipal References – Franchise Contracts

Forney

101 Main Street East
Forney, Texas 75126
972.564.7300
Peter Morgan – pmorgan@cityofforney.org

Frisco West WCIDDC

26875 US Hwy 380 E., Suite 132
Aubrey, Texas 76227
972.469.2031
Alison Nugent – anugent@fwgov.org

Glenn Heights

1938 S Hampton Road
Glenn Heights, Texas 75154
972.223.1690 x450
Clifford Blackwell, CGFO, MPA –
clifford.blackwell@glennheightstx.gov

Hackberry

119 Maxwell Road B-7
Frisco, Texas 75034
972.292.3223
Brenda Lewallen –
cityadmin@cityofhackberry.net

Inspiration

732 Savannah Boulevard
Savannah, Texas 76227
972.347.6414
Barry Jameson –
info@huffinescommunities.com

Keller

1100 Bear Creek Pkwy.
Keller, TX 76244-0770
817.743.4007
Aaron Rector – arector@cityofkeller.com

Lancaster

411 N. Henry Street
Lancaster, TX 75146
972.218.1304
Opal Mauldin-Jones – ojones@lancaster-tx.com

Lavon

120 School Road
Lavon, Texas 75166
214.843.4220
Kim Dobbs – kim.dobbs@cityoflavon.org

Little Elm

100 W. Eldorado Pkwy.
Little Elm, Texas 75069
972.294.1821
Doug Peach – dpeach@littlelm.org

Lucas

665 Country Club Road
Lucas, Texas 75002
972.912.1213
Kent Souriyasak – kent@lucastx.us



Community Waste Disposal.com

Since 1984

Municipal References – Franchise Contracts

McLendon-Chisholm

1371 West FM 550
McLendon-Chisholm, Texas 75032
972.524.2077
Konrad Hildebrandt –
CityAdministrator@mcclendon-chisholm.com

Melissa

3411 Barker Avenue
Melissa, Texas 75454
972.838.2338
Jason Little – jlittle@cityofmelissa.org

Nevada

201 W FM 6
Nevada, Texas 75173
972.853.0027
Morgan Kowaleski –
citysecretary@cityofnevadatx.org

Ovilla

105 Cockrell Hill
Ovilla, Texas 75154
972.617.7262
David Henley – dhenley@cityofovilla.org

Oak Leaf

301 Locust Drive
Oak Leaf, Texas 75154
972.617.2660
Ronda Quintana – rquintana@oakleaftexas.org

Pantego

1614 South Bowen Road
Pantego, Texas 76013
817.617.3700
Joe Ashton – jashton@townofpantego.com

Princeton

123 West Princeton Drive
Princeton, Texas 75407
972.736.2416
Derek Borg – dborg@princetontx.us

Red Oak

2000 N. Hwy 78
Red Oak, Texas 75154
972.617.3638
Scott Williams – swilliams@redoaktx.org

Sachse

3815 Sachse Road
Sachse, Texas 75048
469.429.0415
Lauren Rose – lrose@cityofsachse.com

Southlake

1400 Main Street, Suite 460
Southlake, Texas 76092
817.748.8400
Lauren LaNeave – llaneave@ci.southlake.tx.us

Wylie

300 Country Club Drive #100
Wylie, Texas 75098
972.516.6010
Brent Parker – brent.parker@wylietetexas.gov



Municipal Programs

Town of Addison – 1,880 homes

Since 2015

CWD began servicing the Town of Addison's residential trash and recycling needs with rear load trash pickup and 95-gallon cart recycle service. All City commercial accounts are also serviced by CWD.



"Take All" Rear Load Service

City of Allen – 31,099 homes

Since 1997

CWD provides residential trash and recycling services for the City of Allen using 95-gallon carts and automated side load (ASL) collection vehicles. Allen residents are averaging approximately 62 pounds per household, per month with CWD's curbside recycling program. The yard waste program diverts even more tonnage from the landfill. CWD and the City of Allen were awarded the Texas Corporate Recycling Council Award for implementing the best compost recycling program in Texas in 2001. Comprehensive trash and recycling services are also provided for commercial and industrial customers in the City.



ASL trash & recycling service

Municipal Programs, Continued

City of Azle – 5,316 homes

Since 2007

CWD began servicing the City of Azle's residential trash and recycling needs with rear load trash pickup and 18-gallon bin and/or 65-gallon cart recycle service. All commercial and industrial accounts are also serviced by CWD.



18-gallon bin service

Bridgewater – 1,863 homes

Since 2020

CWD provides residential trash and recycling services for Bridgewater. Once-a-week trash collection utilizes CWD 95-gallon carts with the semi automated rear load service collection vehicles. The residential recycling service is a one time a week pickup utilizing 95-gallon carts.



95-gallon carts for trash and recycling service

Municipal Programs, Continued

City of Colleyville – 9,350 homes

Since 2017

CWD provides residential trash and recycling services for the City of Colleyville. Twice-a-week trash collection utilizes customer-owned receptacles with the semi automated rear load service collection vehicles. The residential recycling service is a one time a week pickup utilizing 65- or 95-gallon carts.

Comprehensive trash services are also provided for the city's commercial and industrial customers.



*Automated Side Load
Collection Services*

Municipal Programs, Continued

City of Corinth – 7,750 homes

Since 2013

In the City of Corinth, CWD provides residential trash and recycling collection. All residential homes are serviced with state-of-the-art compressed natural gas (CNG) trucks. Residents use their own containers for trash, and 65-gallon recycle carts for commingled recyclables.

In addition, CWD provides bulk and brush collection and door-side household hazardous and electronic waste removal. CWD also provides trash and recycling collection for commercial accounts.



Environmentally Friendly CNG Truck

City of Dalworthington Gardens – 872 homes

Since 2023

In the City of Dalworthington Gardens, CWD serves residential and commercial customers for their trash and recycling requirements. Residents may use their own containers or large volume trash bags, to be collected by rear load vehicles.

Dalworthington Garden residents also have access to CWD's door-side household hazardous waste (HHW) & used electronics collection.



Rear Load hand collected trash and 95-gallon cart recycling.

Municipal Programs, Continued

City of Euless – 13,998 homes

Since 1992

CWD is servicing the City of Euless residential communities with a choice between blue bags, 18-gallon bins or 65-gallon carts for single family homes, and single stream recycling cans for apartment communities. The recycling program for single family homes yields almost 14 pounds of recyclables per month per household. Single stream cans are serviced on an on-call basis.



Blue bag residential recycle service

City of Farmers Branch – 8,857 homes

Since 2016

CWD began servicing the City of Farmers Branch's residential trash and recycling needs with rear load trash pickup and 95-gallon recycle cart service.



Rear Load trash and recycle services

Municipal Programs, Continued

City of Farmersville – 1,391 homes Since 2001

CWD services the City of Farmersville's residential recycling with the automated side load (ASL) program. The City of Farmersville began with the bin program and converted to carts in 2006. Farmersville residents also have access to CWD's door-side household hazardous waste (HHW) & used electronics removal service.



Automated Side Load (ASL) for recycling

City of Forney – 8,685 homes Since 2011

CWD services the City of Forney's residential waste and recycling with rear load hand collected trash and 95-gallon cart recycling services. Comprehensive trash and recycling services are also provided for commercial and industrial customers within the city. Also available to Forney residents is CWD's door side household hazardous waste (HHW) & used electronics service.



Rear Load hand collected trash and 95-gallon cart recycling.

Municipal Programs, Continued

Frisco West – 1,905 homes

Since 2020

CWD's trash and recycling service to Frisco West began in January of 2020. Once-a-week trash collection utilizes 95-gallon carts with semi-automated rear load service collection vehicles. Recyclables, placed in 95-gallon carts, are picked up weekly via CWD's automated side load (ASL) vehicles.



Automated Side Load (ASL) for recycling services.

City of Glenn Heights – 6,342 homes

Since 2022

CWD began servicing the City of Glenn Heights residential trash and recycling needs on May 30, 2022. Services include rear load trash pickup once a week and every other week 95-gallon cart recycle service. Service includes the collection of up to two cubic yards per week of bulk and unlimited tied and bundled brush.



Rear Load hand collected trash and 95-gallon cart recycling.

Municipal Programs, Continued

City of Hackberry – 2,481 homes

Since 2013

CWD began servicing the City of Hackberry residential trash and recycling needs with rear load trash pickup once a week and every other week 65-gallon cart recycle service on October 1, 2013. Service includes the collection of five (5) bags outside the cart and two (2) cubic yards per week of bulk and unbundled brush.



Rear Load hand collected trash and 95-gallon cart recycling.

Inspiration – 1,702 homes

Since 2015

CWD provides residential trash and recycling services for the Inspiration community utilizing automated side load (ASL) trucks. The residential trash and recycling services are one-time-a-week pickups utilizing 95-gallon carts.



Automated Side Load (ASL) for trash and recycling services.

Municipal Programs, Continued

City of Keller – 14,676 homes

Since 2010

CWD is serving both the City of Keller residential and commercial customers for their trash and recycling requirements. Residents may use their own containers or large volume trash bags, to be collected by rear load vehicles.



*Rear load vehicle facilitates
hand load collection*

In 2014, CWD began offering the City of Keller residents the option of using either the 18-gallon bin or 65-gallon recycling cart to best fit their needs.

Additionally, CWD began collecting yard waste on a weekly basis. Yard waste is set out in a compostable brown bag or as tied and bundled brush.

City of Lancaster – 12,165 homes

Since 2016

CWD began servicing the City of Lancaster in 2016, providing residential services using 95-gallon carts and automated side load (ASL) collection vehicles. Comprehensive trash and recycling services are also provided for commercial and industrial customers in the city.



Semi Automated Rear Load Service

Municipal Programs, Continued

City of Lavon – 2,723 homes

Since 2010

CWD began servicing the City of Lavon on July 3, 2014. Lavon's residents utilize 95-gallon carts for both their rear-load trash pickup and ASL recycling pickup.

CWD hosts two (2) X-treme Green Events per year for the City of Lavon. At these events, residents are able to dispose of household hazardous waste, automotive tires, household metal goods and used electronics. An on-site shredding service is also available.



Automated side load recycling vehicle servicing Single Stream recycling cart

Municipal Programs, Continued

Town of Little Elm – 16,323 homes

Since 1998

CWD provides residential trash and recycling for the Town of Little Elm. Little Elm implemented a 95-gallon cart Single Stream Recycling Program in November of 2005, and residents went from averaging less than 15 pounds to more than 35 pounds per month per household of recycled materials. CWD also provides all commercial services for Little Elm.

CWD hosts two (2) X-treme Green Events per year for the Town of Little Elm. At these events, residents are able to dispose of household hazardous waste, automotive tires, household metal goods and used electronics. An on-site shredding service is also available.



Rear Load CNG and DOT weight certified



Recycling carts serviced by rear load collection vehicles

City of Lucas – 2,613 homes

Since 2022

CWD began servicing the City of Lucas on October 1, 2022. Residents in the City of Lucas utilize 95-gallon carts for both their rear-load trash and recycling pickups.

Lucas residents also have access to CWD's door-side household hazardous waste (HHW) & used electronics removal service.



CWD 95-gallon carts set out in front of a Lucas residence.



Municipal Programs, Continued

City of McLendon-Chisholm – 1,700 Homes Since 2018

CWD services the City of McLendon-Chisholm with weekly residential trash and recycling services utilizing 95-gallon carts and rear load vehicles.

CWD hosts one (1) X-treme Green Event per year for the City of McLendon-Chisholm. At this event, residents can dispose of household hazardous waste, automotive tires, household metal goods and used electronics. An on-site shredding service is also available.



*2-Axle Rear Load Truck for Trash and
Recycle Collection*

City of Melissa – 7,570 homes Since 2020

CWD services the City of Melissa with weekly residential trash and recycling services utilizing 95-gallon carts and automated side load (ASL) vehicles. Bulky waste is collected once a month.

Melissa residents also have access to CWD's door-side household hazardous waste (HHW) & used electronics removal service.



*Automated Side Load (ASL)
for trash and recycling*

Municipal Programs, Continued

City of Nevada – 637 Homes Since 2024

CWD services the City of Nevada with weekly residential trash services utilizing 95-gallon carts and rear load vehicles.

CWD hosts two (1) X-treme Green Events per year for the City of Nevada. At this event, residents can dispose of household hazardous waste, automotive tires, household metal goods and used electronics. An on-site shredding service is also available.



*Rear Load hand collected trash
in 95-gallon carts*

Municipal Programs, Continued

City of Oak Leaf – 579 homes

Since 2023

CWD provides residential trash and recycling for the City of Oak Leaf. Trash is serviced weekly by rear load trucks and recycling, utilizing 95-gallon carts and automated side load (ASL) trucks, is collected every other week.



Rear Load hand collected trash and 95-gallon cart recycling.

City of Ovilla – 1,727 homes

Since 2018

CWD provides residential trash and recycling for the City of Ovilla. Trash is serviced weekly by rear load trucks and, recycling, utilizing 95-gallon carts and automated side load (ASL) trucks, is collected every other week.

CWD hosts one (1) X-treme Green Event per year for the City of Ovilla. At this event, residents are able to dispose of household hazardous waste, automotive tires, household metal goods and used electronics. An on-site shredding service is also available.



Automated Side Load (ASL) service

Municipal Programs, Continued

Town of Pantego– 884 homes

Since 2023

In the Town of Pantego, CWD serves residential and commercial customers for their trash and recycling requirements. Residents may use their own containers or large volume trash bags, to be collected by rear load vehicles.

Pantego residents also have access to CWD's door-side household hazardous waste (HHW) & used electronics collection.



Rear Load hand collected trash and 95-gallon cart recycling.

City of Princeton – 10,911 Homes

Since 2019

CWD services the City of Princeton with weekly residential trash and recycling services utilizing 95-gallon carts and automated side load (ASL) vehicles. Bulky waste is collected once a month.

CWD hosts one (1) X-treme Green Event per year for the City of Princeton. At this event, residents are able to dispose of household hazardous waste, automotive tires, household metal goods and used electronics. An on-site shredding service is also available.



Automated Side Load (ASL) for trash and recycling

Municipal Programs, Continued

City of Red Oak – 5,262 homes

Since 2019

CWD provides weekly residential trash and recycling for the City of Red Oak. Using 95-gallon carts, trash is collected in a rear load truck, while recycling is serviced via an automated side load (ASL) vehicle. CWD also provides all commercial services for Red Oak.

Also available to the residents of Red Oak is CWD's door side household hazardous waste (HHW) & used electronics service.



Rear Load truck picks up trash and bulk in the City of Red Oak, while recyclables are collected via an ASL vehicle.

City of Sachse – 9,011 Homes

Since 2019

CWD services the City of Sachse with weekly residential trash and recycling services utilizing 95-gallon carts and automated side load vehicles.

CWD hosts two (2) X-treme Green Events per year for the City of Sachse. At these events, residents are able to dispose of household hazardous waste, automotive tires, household metal goods and used electronics. An on-site shredding service is also available.



Automatic Side Load Vehicle

Municipal Programs, Continued

City of Southlake – 9,635 Homes Since 2023

CWD is serving both the City of Southlake residential and commercial customers for their trash and recycling requirements. Residents may use their own containers or large volume trash bags, to be collected by rear load vehicles.

Southlake residents also have access to CWD's door-side household hazardous waste (HHW) & used electronics collection.



*Rear Load CNG and
DOT weight certified*

City of Wylie – 17,073 homes Since 2008

CWD services the City of Wylie with weekly residential trash and recycling services utilizing 95-gallon carts and automated side load equipment, and provides monthly brush and bulk collection using rear load trucks. Comprehensive trash services are also available for commercial and industrial customers.

CWD hosts two (2) X-treme Green Events per year for the City of Wylie. At these events, residents are able to dispose of household hazardous waste, automotive tires, household metal goods and used electronics. An on-site shredding service is also available.



*Bulk collection by two
CWD employees*

Testimonials: Letters from Community Leaders & Residents

1. Alton Davis, President, Azle Area Ministerial Alliance, Azle, TX, July 12, 2024
2. Kyle Culwell, Superintendent, Azle Parks & Recreation, Azle, TX, April 24, 2024
3. Windi Fuller, Wylie ISD Education Foundation, Wylie, TX, March 30, 2024
4. Karen Simpson, Interim CEO, and Terri Martinez, Director, Allen-Fairview Chamber, March 1, 2024
5. Judy Graham and Trena Ezzell, Co-Chairs, Lake Cities Chamber Adopt-a-Teacher, July 31, 2023
6. Jim Mays, Park Operations Manager, City of Lancaster, Lancaster, TX, July 7, 2023
7. 2023 Auction Committee, The Allen Special Olympics Delegation, Allen, TX, March 3, 2023
8. Chelsea Rose, Colleyville Chamber of Commerce, Colleyville, TX, March 1, 2023
9. Sharon Mayer/Pennie Beauchamp, Allen-Fairview Chamber of Commerce, April 6, 2022
10. Kyle Culwell, Parks Superintendent, City of Azle, Azle, TX, March 30, 2022
11. Chelsea Rose, Colleyville Chamber of Commerce, Colleyville, TX, March 4, 2022
12. 2022 Auction Committee, The Allen Special Olympics Delegation, Allen, TX, March 3, 2022
13. Debbie Dodge, Garden of Roses Sponsorship Chair, Keller Women's Club, Keller, TX, December 6, 2021
14. Colleyville Chamber Team, Colleyville, TX, December 2021
15. Jarrett Armstrong, Secretary Keller Lions Club, Keller, TX, February 18, 2020
16. C. Austin Moody, Resident, Wylie, TX, January 28, 2020
17. Jennifer Leney, Executive Director 6 Stones Mission Network, Bedford, TX, January 8, 2020
18. Marjorie Vaneskahian Burr, CEO Allen Community Outreach, Allen, TX, December 16, 2019
19. Debbie Stout, Director of Fundraising, and Rhonda Ptak, ACO, Collin County, TX, September 24, 2019
20. Sharon Mayer, CEO, and Paul Hernandez, Committee Chair, Allen-Fairview Chamber, September 20, 2019
21. Stephy Overall, Dean of Academics, Harmony Science Academy, Euless, TX, February 7, 2019
22. Amy Collins, Ministry Assistant, Son Shine Ministries, Azle, TX, December 10, 2018
23. Adrianna Watson, Director of Operations, 6 Stones, Bedford, TX, December 10, 2018
24. Kathy Phillips, Board Member, Secret Santa of Little Elm, Little Elm, TX, November 28, 2018
25. Debbie Stout, Allen Community Outreach, 801 E Main Street, Allen, TX November 10, 2018

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Testimonials: Letters from Community Leaders & Residents



"Partnering together with one voice to impact our culture for Christ"

July 12, 2024

Community Waste Disposal
2010 California Crossing RD
Dallas, TX 75220

Dear CWD,

On behalf of the Azle Area Ministerial Alliance, I want to extend our heartfelt gratitude for your generous contribution to this year's Follow the Flag. Your support as a Title Sponsor plays an invaluable role in making our family-friendly, faith-based community event in Azle a success, as we celebrate the spirit of July 4th together.

Thanks to your generous donation of \$1500 as well as your assistance to make our event "GREEN", we have been able to continue bringing the community together in celebration of our nation's independence. Your donation has enabled us to organize the Follow the Flag activities and, most notably, the spectacular fireworks celebration that has become a highlight for our community.

It is through the kindness and dedication of businesses like yours that we can achieve our goals and provide a meaningful and enjoyable event for everyone. Your commitment to the AAMA's Follow the Flag only enhances our community spirit but also strengthens the bond between local businesses and residents.

Once again, thank you for your support. We are deeply grateful for your contribution, and we hope you will partner with us again next year.

Blessings,

Alton Davis
Azle Area Ministerial Alliance, President
Pastor, Community Bible Fellowship



• P.O. Box 275, Azle TX 76098 •



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Testimonials: Letters from Community Leaders & Residents



505 West Main Street
Azle, Texas 76020
Phone: 817.444.2541
Fax: 817.444.7149
www.cityofazle.org

APRIL 24, 2024

ROBERT MEDIGOVICH
COMMUNITY WASTE DISPOSAL
2010 CALIFORNIA CROSSING
DALLAS, TX 75220-210

Dear MR. MEDIGOVICH,

I am writing to extend my heartfelt gratitude for your incredibly generous donation of \$1,500.00 towards funding the upcoming 2024 Concerts and Movies in the Park Program at Central Park. Your support is invaluable and plays a pivotal role in ensuring that our community can enjoy these exciting events free of charge.

It is through the kindness of individuals and businesses like yours that we're able to continue offering enriching experiences to our residents. Please accept my sincerest commendation for your dedication to the continued success of Azle.

We encourage you to visit our website or follow us on Facebook for updates and information about upcoming events. Once again, on behalf of the entire City Council, Special Events Board, and the staff of the City of Azle, I extend our heartfelt thanks for your invaluable support.

With very best regards,

Kyle Culwell
Parks & Recreation Superintendent
(817) 444-7127



Testimonials: Letters from Community Leaders & Residents

THANK

Wylie ISD Education Foundation

YOU

With your generous spirit, the WISD Education Foundation Boots 'N Barbecue Gala boldly soared beyond our dreams, raising over \$400,000! Your support is a legacy that will propel our vision of enhancing educational opportunities and shaping a brighter future for Wylie Independent School District.

We are deeply grateful for your kindness and belief in our cause. Here's to making incredible impacts together!

Windi Fuller

Testimonials: Letters from Community Leaders & Residents

An Extraordinary Evening

HONORING EXTRAORDINARY PEOPLE



March 1, 2024

Robert,

Thank you so much for partnering with us on this year's **Annual Recognition Gala**. We were honored to have CWD as a table host.

The evening was full of energy & excitement from the Auctions to the Heads or Tails Game. And our Disco theme was embraced more than we could've ever imagined!

Our honorees were celebrated for all of they've done both personally and in support of our Chamber and the communities they thrive in.

We're so grateful that you chose to partner with us on this event. Celebrating the outstanding work of our volunteers and providing our guests with such an enjoyable evening would not have been possible without your generosity.

We truly appreciate your continued partnership with our organization as we work to support our business communities. We hope that you experience the same pride and rewards within your organization that we experience knowing and serving you.

Please accept our heartfelt thanks and our best wishes for a very prosperous year!

Karen Simpson
Karen Simpson
Interim CEO

Terri Martinez
Terri Martinez
Director, Events & Programs

210 W. McDERMOTT | ALLEN, TEXAS 75013 | 972-727-5585 | WWW.ALLENFAIRVIEWCHAMBER.COM



Testimonials: Letters from Community Leaders & Residents

31 July 2023

Dear Robert and CWD,

Thank you for your very generous contribution to the Lake Cities Chamber of Commerce Adopt-A-Teacher program! This unique program provides classroom materials for teachers new to Lake Dallas ISD this year, giving them important assistance in setting up their classrooms. It also serves to welcome them to our community. The new teachers are always very impressed with the program and appreciative of the very real assistance.

Having the Chamber and Community support for our teachers and school district is always very important but is especially important for those folks who are just beginning their careers at LDISD. We are thrilled and thankful that you have chosen to help by making this contribution. On behalf of the new teachers and the students they will be serving, we extend to you our sincerest thanks!

Many blessings,

Judy Graham & Trena Ezzell, Co-Chairs for
Adopt-A-Teacher
Lake Cities Chamber of Commerce



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Since 1984

Testimonials: Letters from Community Leaders & Residents

From: Mays, James <jmays@lancaster-tx.com>
Sent: Friday, July 7, 2023 8:49 AM
To: Gary Blackwell; Tommy Johnson
Cc: Wube, Lisa; Rasco, Michael; Laura Pineda; CWD Customer Service Dept; Nicole Roemer; Jason Roemer
Subject: RE: #External - RE: Trash Cans for July 4th Event at 1700 Veterans Memorial Parkway

I greatly appreciate your level of customer service and commitment.

Everyone was fantastic and the team that did the delivery were extremely professional and efficient. Thank you for all your help!

I could not have done the event without your help. The addition of professional waste stream containers is always the bridge that spans the gap of an efficiently run event and allows patrons to focus on the event instead of the waste that a major event accumulates during its run.

The team brought the perfect amount of containers to facilitate the materials consumed and shield it from public view without us resorting to containers we could have cobbled together at the at minute. Waste stream is never noticed at a good event but always remembered if there are any errors encountered and it is my experience of doing this for 30 years that those errors are usually big ticket items for both patron experience, brand reduction, and people returning the next season. People do not want to see or interface with event waste and it has a huge impact when done wrong. Thank you so much for what you do.

I've worked with Waste Management, Republic, City of Garland Sanitation, City of Denton Solid Waste, and many others but CWD is by far leading the pack in your field.

Many Thanks,

Jim Mays
Park Operations Manager
City of Lancaster
1700 Veterans Memorial Pkwy
Lancaster, TX 75134
Office - 972-218-3708
Cell - 469-740-3023
jmays@lancaster-tx.com
<http://www.lancaster-tx.com/>



Testimonials: Letters from Community Leaders & Residents

The Allen Special Olympics Delegation

101-C North Greenville Avenue #268
Allen, Texas 75002
Tax ID 74-1998367



March 3, 2023

Robert Medigovich
Community Waste Disposal
2020 California Crossing Road
Dallas, TX 75220

Dear Robert,

On behalf of The Allen Special Olympics Delegation athletes and their families, we would like to *Thank You* for your contribution to our 24th Annual *"Special Angels Among Us"* Benefit Dinner and Auction held on February 11, 2023. In addition to having over 250 guests in attendance, we were privileged to have the support of 6 Medal Level Sponsors and product or monetary donations from over 150 businesses and individuals! Our net profit for the event was over \$48,000 - a direct result of YOUR generous support!

As our primary fundraising event, proceeds from the auction enables us to offer opportunities for our athletes that may not otherwise be possible. The Allen Special Olympics program provides year-round sports training, athletic competition and social opportunities to more than 200 athletes, ages 8 through adulthood, in Allen and the surrounding areas. Volunteers serve as coaches and administer the program. Fundraising provides the resources to purchase equipment and uniforms, utilize training facilities and enables athlete attendance at competitions held at the local, regional, state and national levels. In addition, annual banquets provide an opportunity for the Delegation to recognize the athletes' efforts, determination, growth, and accomplishments achieved through individual and team competition.

Our goal is to continue to grow the program by reaching more athletes, recruiting more coaches and volunteers, and offering even more sporting opportunities including Unified Sports®. If you would like to learn more about the program, become a volunteer or coach, or know of an individual with an intellectual disability who may want to join our program, please visit our Delegation website at www.specialangelsamongus.com or email us at communications@specialangelsamongus.com.

Sincerely,

The "Special Angels Among Us" 2023 Auction Committee . . . Tracy Baldwin, Lisa Grantham (Co-Head of Delegation), Officer Chance Graves, Mary Grobmyer, Mike Grobmyer, Samantha Gunter, Mary Jo Hsing, Mindye Piepenburg, Don Seba, Elizabeth Seba (Co-Head of Delegation), Donna Sheets (Auction Chair), Cindy Wirkman, Veronica Yost (Auction Co-Chair).



Community Waste Disposal.com

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Testimonials: Letters from Community Leaders & Residents



March 1st, 2023

Community Waste Disposal
2010 California Crossing
Dallas, TX 75220

Dear Robert Medigovich,

Thank you so much for sponsoring our 47th Annual Awards Banquet we hosted on Thursday, February 16, 2023, at Montclair Wedding and Event Venue! We had an amazing turnout and the surveys show that our attendees truly enjoyed the event. The award winners listed below had a night they will never forget!

New Member of the Year
Within Chiropractic

Citizen of the Year
Mark Alphonso

Leadership Award
Jason Ridley, Jason Ridley
Agency

Large Business of the Year
Community Waste Disposal

Youth of the Year
Natalie Poveda
&
Jenna Hurley

Chairman's Awards
Kylan Hoss
PROCO Roofing
&
Mark Alphonso
Montclair Event
Venue

Small Business of the Year
Buttermilk Sky Pie Shop Colleyville

Outstanding Service Organization
Serving Our Seniors

Jack Oswald Ambassador of the Year
Kylan Hoss
PROCO Roofing

Member of the Year
Megan Vollmer
Smart Realty

On behalf of our Board of Directors, volunteers, nominees, and members, we thank you for your participation and support of the Colleyville Chamber of Commerce! The funds raised through the event will allow us to continue to serve businesses like you, now and in the future.

Please join us at the April Monthly Luncheon on Thursday, April 20, 2023, at the Hilton DFW Lakes Executive Conference Center. The Grapevine & Colleyville Chambers are coming together to honor the 2022-2023 GCISD Employees of the year!

THANK YOU for your giving spirit, and we look forward to our continued partnership!

We can't do this without YOU,

Sincerely,

Chelsea Rose
President and CEO



Community Waste Disposal.com

Since 1984

Testimonials: Letters from Community Leaders & Residents

An Extraordinary Evening

HONORING EXTRAORDINARY PEOPLE



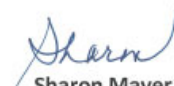
April 6, 2022

Thank you so much for your support of our **Annual Volunteer Recognition Gala & Auction, An Extraordinary Evening Honoring Extraordinary People.**

The event was a tremendous success. It was a wonderful opportunity to spend time with friends and associates while recognizing those businesses and individuals who have done so much for our Chamber and our communities.

We are extremely grateful that you chose to be a part of the celebration through your donation as an event sponsor. Celebrating the outstanding work of our volunteers and providing our guests with such an enjoyable evening would not have been possible without your generosity. We truly appreciate your continued support of our organization as we work to support our business communities. We hope that you experience the same pride and rewards within your business that we experience knowing and serving you.

Please accept our heartfelt thanks and our best wishes for a very prosperous year!


Sharon Mayer
CEO


Pennie Beauchamp
Director, Events & Programs



Community Waste Disposal.com

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Testimonials: Letters from Community Leaders & Residents



613 Southeast Parkway
Azle, Texas 76020
Phone: 817.444.2541
Fax: 817.444.7149
www.cityofazle.org

MARCH 30, 2022

COMMUNITY WASTE DISPOSAL
2010 CALIFORNIA CROSSING
DALLAS, TX 75220-2310

Dear SIR,

Thank you for your very generous donation (\$1,500.00) for the upcoming 2022 concerts at Central Park. Without the support of individuals and businesses in Azle, we could not offer free, exciting concerts to the community.

I wish to commend you for your contribution to the continued success of Azle. We truly appreciate your help and assistance.

Be sure to visit our website soon for more information about our events. Once again, on behalf of the entire City Council and City of Azle staff, thank you for being a part of the Azle Team!

With very best regards,

Kyle Culwell
Parks Superintendent



Community Waste Disposal.com

Since 1984

Testimonials: Letters from Community Leaders & Residents



March 4, 2022

Community Waste Disposal
2010 California Crossing
Dallas, TX 75220

Dear Robert Medigovich,

On Thursday, February 17, 2022, we had a great turnout at the 2022 Annual Awards Banquet at Montclair Wedding and Event Venue which was because of your generous sponsorship. On behalf of our Board of Directors, volunteers and members, we thank you for your participation and support of the Colleyville Chamber of Commerce. The money raised through the event will allow us to continue to serve our members like you, now and in the future.

Plan to join us at our next event, which will be the April Monthly Luncheon on Thursday, April 14, 2022 at the Hilton DFW Lakes Executive Conference Center. The Grapevine & Colleyville Chambers are coming together to honor the 2021-2022 GCISD Employees of the year!

Again, we THANK YOU for your giving spirit, and look forward to our continued partnership.

Sincerely,

Chelsea Rose

Chelsea Rose
President and CEO



Community Waste Disposal.com

Since 1984

Testimonials: Letters from Community Leaders & Residents

The Allen Special Olympics Delegation

101-C North Greenville Avenue #268
Allen, Texas 75002
Tax ID 74-1998367



March 3, 2022

Robert Medigovich
Community Waste Disposal, Inc.
2010 California Crossing
Dallas, TX 75220

Dear Robert,

On behalf of The Allen Special Olympics Delegation athletes and their families, we would like to *Thank You* for your contribution to our 23rd Annual *'Special Angels Among Us'* Benefit Dinner and Auction held on February 12, 2022. In addition to having over 230 in attendance, we were privileged to have the support of 7 Medal Level Sponsors and product or monetary donations from over 150 businesses and individuals! Our net profit for the event was over \$58,000 - a direct result of YOUR generous support!

As our primary fundraising event, proceeds from the auction enables us to offer opportunities for our athletes that may not otherwise be possible. The Allen Special Olympics program provides year-round sports training, athletic competition and social opportunities to more than 200 athletes, ages 8 through adulthood, in Allen and the surrounding areas. Volunteers serve as coaches and administer the program. Fundraising provides the resources to purchase equipment and uniforms, utilize training facilities and enables athlete attendance at competitions held at the local, regional, state and national levels. In addition, annual banquets provide an opportunity for the Delegation to recognize the athletes' efforts, determination, growth, and accomplishments achieved through individual and team competition.

Our goal is to continue to grow the program by reaching more athletes, recruiting more coaches and volunteers, and offering even more sporting opportunities including Unified Sports®. If you would like to learn more about the program, become a volunteer or coach, or know of an individual with an intellectual disability who may want to join our program, please visit our Delegation website at www.specialangelsamongus.com or email us at communications@specialangelsamongus.com.

Sincerely,

The 'Special Angels Among Us' 2022 Auction Committee . . . Tracy Baldwin, Lisa Grantham (Co-Head of Delegation), Officer Chance Graves, Samantha Gunter, Mary Grobmyer, Mike Grobmyer (Auction Co-Chair), Mary Jo Hsing, Mary Jane Locke, Mindye Piepenburg, Don Seba, Elizabeth Seba (Co-Head of Delegation), Donna Sheets (Auction Chair), Cindy Wirkman, Veronica Yost.



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Since 1984

Testimonials: Letters from Community Leaders & Residents



FOUNDATION

P.O. Box 2365 Keller, TX 76244
www.gkwc.org
gkwcfoundation@gkwc.org

December 6, 2021

President

Jean Manuszak

Vice President

Dorene Badalamenti

Secretary

Jean Keener

Treasurer

Patty Recca

Directors

Lyle Dresher

Roger Hutton

Greg Kocian

Bliss Nelson

Deborah Walls

Dear Community Waste Disposal,

On behalf of the Greater Keller Women's Club Foundation, we would like to thank you for your Garden of Roses "Gatsby in the Garden" Lily Sponsorship of \$1,000.00. We had a successful event and raised about \$60,000!! These funds will be utilized to fund Keller ISD scholarships and local 501(c)3 non-profit organizations in our community.

Your charitable tax receipt is attached

We appreciate your generosity.

Sincerely,

Debbie Dodge
Garden of Roses Sponsorship Chair

Directors Emeritus

Emmie Coleman

Barbara Hixson

Deborah Reynolds

Sheryl Roberts



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Since 1984

Testimonials: Letters from Community Leaders & Residents



Thank you, Community Waste Disposal!

On behalf of the Colleyville Chamber of Commerce we would like to personally thank you for sponsoring our 2021 Awards Banquet! With the help of your generous support, we were able to host a beautiful event honoring our members and to show our true appreciation. YOU are a true Hero Among Us for continuing to support the community in dire times.

Without the support of members such as yourself, we would not be able to reach our goals. Thank you once again for your generous support of the Colleyville Chamber of Commerce!

Please let us know how we can support your business.

Thank you for investing in the Chamber!

Christina *Becca*
LaShonda *Chelsea Rose*

The Colleyville Chamber Team

Chelsea Rose – President and CEO, Christina Mailloux – Business Development Director

LaShonda Versey – Marketing and Events Director, Becca Clark – Office Assistant



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Testimonials: Letters from Community Leaders & Residents



On Feb 18, 2020, at 11:38 AM, JARRETT ARMSTRONG
<kaccdoc64@msn.com<<mailto:kaccdoc64@msn.com>>> wrote:

Dear Mayor and Council;
Would like to send a note regarding the wonderful community spirit that is provided by CWD to the citizens of Keller. The Keller Lions Club members will be assisting a local resident with some much needed "sprucing up" of the exterior of their home and property. This couple has been very involved in Keller for many years and being unable to do some of this themselves; the Lions will jump in and offer the much needed sweat equity.

CWD has graciously donated a rolloff dumpster for us to clean up the residents property. In addition to this effort; CWD has been helping us with our Fair and BBQ events for the past years as an in kind contributor. CWD's efforts to go green and provide recycle containers along with trash service is above and beyond.

Should you have any questions or comments about this relationship please feel free to contact me. CWD is GOOD for Keller!

Sincerely,
Jarrett Armstrong, DC
Keller Lions, Secretary



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Testimonials: Letters from Community Leaders & Residents

From: Austin Moody

Date: January 28, 2020 at 11:21:56 PM CST

Subject: EXTERNAL - (More than) Three Cheers for CWD Community Waste Disposal Garbage and Recycling collection service!

Dear City Staff and City Council:

I've been meaning to write now for over a month, as I feel it's important to share good news when high praise is due. I wanted to take a moment to acknowledge what's probably an overlooked asset to our community – our local garbage collection team, CWD. Time and again, they take the time to make a positive difference in Wylie. As a newer resident to Wylie – having moved here roughly 15 months ago from west Plano, what a treat to be able to brag about everything down to even the trash service here in Wylie.

I'm a father of twin boys who turned three years old in December, and they get excited and look forward to Thursdays because that's "CWD Michael" day here on ~~Mapleleaf~~ Dr., named in honor of our garbage truck driver Michael James.

Let me tell you how much fun it is to have a driver who takes an extra few seconds out of his day to wait for our boys, Greg and John, to run out to watch him collect our trash. I'm not sure I understand the obsession they have with trash collection, but as I recall, I was really into tractors as a kid, so something about enjoying big equipment in action makes sense, but I digress... Michael not only puts on his collection "show" but he even hops out to give the boys a high-five, and toots his horn gently as he drives off. Michael even brought me and the boys CWD hats from home office! Michael has been so personable, he has become a friend (he even invited us to his wedding a few months back!)

When I called CWD headquarters late last year to give kudos to Michael and inquire about a facility tour for Greg and John, the gal at the front desk gave me the cell phone number to a gentleman named Robert Medigovich, who promptly returned my call. After hearing about my boys and their love of CWD Garbage trucks, Robert offered something even more personal and age-appropriate for the boys than seeing HQ – he arranged for Michael to actually come out and give my sons a ride in the trash truck just before Christmas! Not only did they get to ride in the truck, but Robert came out to meet me personally, and brought two sets of CWD hats, CWD shirts, mini CWD trash cans, CWD backpacks, and even some Santa hats and Christmas-themed candied pretzels for the boys... My wife, Margaret, and I couldn't believe how wonderfully we were treated. (And to think, all this special treatment, and we've just been giving them spoiled food and dirty diapers! LOL)

I just thought it should be known how blessed we feel to have CWD as City of Wylie's trash and recycling provider. They truly are an asset, and the personal attention they've given certainly hasn't gone unnoticed. My boys wear their CWD shirts almost every day, and that's only because mom won't let them go unwashed.

CWD has impressed me by taking the time and effort to make a difference. Not only do they have a wonderful team, but they put huge smiles on my two sons' faces. It was the highlight of their Holidays. I'm not sure who the right person to let know is, so I thought I'd let the news trickle down from the top.

I've even included some photos – one of the boys at home watching CWD trucks on YouTube wearing all their CWD attire – a truly candid moment that could be seen on any given day (note the toy garbage trucks in front of the TV), and a few more photos from the day CWD "Claus" came to visit. (One photo even shows us holding up a sign we made for Michael months ago, that he's kept in his truck ever since – something that was probably as touching for me to see, as it was for him to have a sign made.)

Thank you for taking the time to read a beaming email from a happy Wylie resident.

Sincerely,

C. Austin Moody
Wylie



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Since 1984

Testimonials: Letters from Community Leaders & Residents



6 Stones Mission Network

Board of Directors

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Shannon Fisher	Vice Chair
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Trasa Coburn	Governance
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Dianna Booher	
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Russell Simpler	
Will Theisen	
Johnnetta Van Caden	
Robert White	
Bill Yancy	

Advisory Board

Kelli Blackwelder
Kim Campbell
Brian Chase
Mike Collins
Ellen Jones
Jon McKenzie
Mary Nelson
Rashon Sinclair

Executive Director

Jennifer Leney

January 8, 2020

Community Waste Disposal
2010 California Crossing
Dallas, TX 75220-2310

Dear Friends,

We wanted to thank you for the **6 Stones** donation you made to:

Amount	Fund
\$500.00	Night of Hope

Every act of your generosity helps us further our mission to be a *Catalyst of Hope* in our community.

Thank you for partnering with us! We look forward to what all we will do together this year!

Blessings,

Jennifer Leney
Executive Director

Thank you so much for supporting the City of Euless \$4,000 kids this Christmas!
-Adriana

6 Stones Mission Network
209 N Industrial Blvd #241
Bedford, TX 76021
817-868-7400
stones.org

Your support transforms lives.

Twitter Instagram YouTube LinkedIn

Testimonials: Letters from Community Leaders & Residents



December 16, 2019

Robert Medigovich
Community Waste Disposal
2010 California Crossing
Dallas, TX 75220-9301

Dear Robert,

Please accept our thanks for your recent gift to Allen Community Outreach. Without donors like yourself, ACO cannot prevent hunger and homelessness in our communities throughout Collin County. Thanks to you, fewer children will go to bed hungry and more Allen area families will gain the skills they need to move out of poverty.

Your donation of \$1,000.00 in memory of Christopher Massey will assist with the programs and services of ACO, which include rent and utility assistance, food and clothing, job counseling, budgeting, GED classes, summer food for children, new school supplies and backpacks, food for holiday dinners at Thanksgiving, and clothes and shoes for Christmas.

Some find it hard to imagine the number of families in Collin County that are faced with tragedies and hardships each day, but there are many. Without a place to turn for assistance like ACO, their lives would be devastated.

ACO is working toward a future where no child faces hunger and no parent faces losing their home.

Thank you for your support as we continue to fulfill our mission. A bright and positive future is attainable for our neighbors and friends with your help.

Sincerely,

A handwritten signature in blue ink that reads "Marjorie V. Burr".

Marjorie Vaneskahian Burr
Chief Executive Officer

A handwritten note in blue ink that says "Thank You!" with an exclamation point.

*Please retain this letter as a receipt for your gift.
No goods or services were received for this donation.*

A handwritten mark in black ink that looks like a stylized letter 'N' or 'W'.

801 E Main Street, Allen, TX 75002 | acocares.org | 972.727.9131



Community Waste Disposal.com

Since 1984

Testimonials: Letters from Community Leaders & Residents



September 24, 2019

Robert Medigovich
Community Waste Disposal
2010 California Crossing
Dallas, TX 75220

Dear Robert,

On behalf of ACO Serving Collin County, we would like to sincerely thank the CWD for being a Table Sponsor at The Mayor's Charity Bash which was held on Saturday, September 21, 2019.

Proceeds from special events are critical to the funding of ACO programs. These events are a way our community shows their support of our agency. Together participants as sponsors, attendees and supporters all come together to make a difference in the lives of so many local families.

In the beginning of 2018, ACO was serving an average of 1,000 individuals monthly. As we expanded our area of service to cover the basic needs of more of Collin County, we saw an increasing number of families seek our help. By the end of the year, the monthly average of individuals served went up to 2,300!

We are grateful for your ongoing support as we continue to offer more services to help our neighbors avoid hunger and homelessness while getting them the resources they need to earn a better income and find financial stability.

Sincerely,

A handwritten signature in blue ink that reads "Debbie Stout".

Debbie Stout
Director of Fundraising

*Sorry you couldn't
make it - see you
next year!*

A handwritten signature in blue ink that reads "Rhonda Ptak".

Rhonda Ptak
Chief Community Development Officer



Community Waste Disposal.com

Since 1984

Testimonials: Letters from Community Leaders & Residents



September 20, 2019

Robert Medogovich
Community Waste Disposal
2010 California Crossing
Dallas, TX 75220

Dear Robert,

Thank you so much for sponsoring a team and a Tee Box at our 33rd Annual Golf Classic. The event was so much fun due in part to all our great sponsors and friends who were there during the day! We hope you realize how much we appreciate your involvement and corporate generosity. You are our key to success!

The participation of our business community and volunteers provides us with the support we need in order to continue to develop programs and benefits for our membership and to contribute to the development of leadership resources that ensure a prosperous, viable business community.

We hope you will join us again next year for the 34th Annual Golf Tournament to be held on September 18, 2010.

If you have comments or suggestions that you would like to share on how to make tournament day even better, please contact me at sharon@allenfairviewchamber.com. It is always our goal to provide you with the very best experience possible!

Again, thanks so much for helping to make our tournament a great success. We are proud to have you as a partner of the Chamber team!

Sincerely,


Sharon Mayer
Chief Executive Officer


Paul Hernandez
Golf Committee Chair

210 W. McDERMOTT | ALLEN, TEXAS 75013 | 972-727-5585 | WWW.ALLENFAIRVIEWCHAMBER.COM



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Testimonials: Letters from Community Leaders & Residents



HARMONY SCIENCE ACADEMY-EULESS

701 S Industrial Blvd, Suite 115, Euless, TX, 76040 ♦ Tel: 817-354-3000 ♦ Fax: 817-354-3008

February 7, 2019

Dear Mr. Medigovich,

I wanted to send a note of appreciation for your presentation during our annual STEM festival! We sincerely appreciate you coming out on a Saturday to provide our parents and students with valuable information about the recycling process for the City of Euless and the importance of recycling. It really helped emphasize our theme of "reduce, reuse, and recycle." Thank you for getting our kids involved in the presentation and handing out prizes to students who answered your questions correctly; that was a fun touch!

We are in the process of getting our recycling program set up, and we look forward to continuing to work with the City of Euless in the future! We hope that this will be the start of a great partnership.

Thank you again for your time and support of our campus and students!

Sincerely,

Stephy Overall

Dean of Academics | Harmony Science Academy - Euless

(817) 354-3000 x1103 | 701 S. Industrial Blvd., Ste. 115, Euless, TX 76040



Community Waste Disposal.com

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Testimonials: Letters from Community Leaders & Residents



Son Shine Ministries

Son Shine Ministries • Post Office Box 456 • Azle, Texas 76098
817-444-3777 • www.equipfamilies.org • info@equipfamilies.org

December 10, 2018

CWD

ATTN: Isabella/Greg Roemer
2010 California Crossing Road
Dallas, TX 75220

Dear Isabella/Greg,

The Son Shine Ministries Team thanks you for the gifts of Texas Rangers Tickets you donated. This will be a great gift to families to be able to enjoy a wonderful time together. We are grateful for the businesses in our community who are committed to seeing families and individuals thriving. Thank you!

Working with families in Azle and Lake Worth, the DFW metroplex, Texas, and across the United States since 1977, we have met people who have experienced a lot of hope after attending our marriage and parenting programs. While sharing the life-changing message of Jesus Christ and equipping families to serve him effectively, we are encouraged by people who want to have strong families. We love what we do, and we thank God for allowing us to serve this way.

Again, we thank you for your special gift. CWD will be listed as a sponsor on our website. Feel free to check us out to learn more about our ministry activities and outreach: www.equipfamilies.org.

Gratefully,

Amy Collins
Ministry Assistant



For we are taking pains to do what is right, not only in the eyes of the Lord but also in the eyes of men.

2 Corinthians 8:21 (NIV)



Community Waste Disposal.com

Since 1984

Testimonials: Letters from Community Leaders & Residents



Thank you so much for
your generous gift to
6stones Night of Hope.
Because you gave, over
4,200 HEB children and
their 1,500+ households
were blessed with a
Christmas meal and
gifts for their kids.
You truly are a Catalyst
of Hope! Thank you!!
Best blessings for an
amazing 2018!
Adriana

6 Stones 209 N. Industrial Blvd, Bedford, TX 76021 info@6stones.org
www.6stones.org facebook.com/6stones



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Testimonials: Letters from Community Leaders & Residents



November 28, 2018

Community Waste Disposal
2010 California Crossing
Dallas, Texas 75220-2310

RE: Donation to Secret Santa Program

Community Waste Disposal,

This letter is to thank you for your contribution to the Secret Santa of Little Elm, Texas, Inc. Program. The donation of toys, etc. will be used to help the less fortunate children and their families during the 2018 Christmas holiday. Your donation is greatly appreciated.

Again we thank you for your contribution to the Secret Santa Project. Without the help of people like you our program could not survive.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathy Phillips".

Kathy Phillips/ Board Member

EIN#61-1546914



Testimonials: Letters from Community Leaders & Residents



Robert,

Thanks for all you do for
ACO! We really appreciate
CWD's sponsorship and the
Ranger tickets for Game Night!

I hope your guests had fun.
Thanks for helping to make this
year's event a success!

L. D. White

Materials Recovery Facility (MRF)

CWD's current 100,000 square foot Materials Recovery Facility is designed for single stream recycling, and can process 400 tons of recyclables per day.

Program Approved Materials

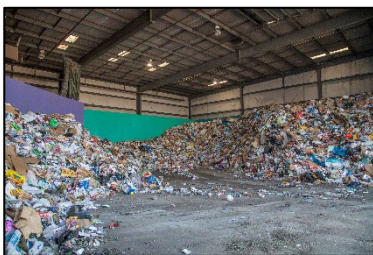
The following materials are eligible to be collected for single stream recycling: mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, magazines, etc.), steel and tin (fruit and vegetable) cans, aluminum cans, aerosol cans, plastic containers #1, 2, 3, 4, 5 & 7, and all colors of glass bottles/jars/containers.

Minimum Processing Requirements

The following are excluded from Program Approved Materials for purposes of calculating the recovery percentage: (1) Fiber smaller than 4"x4", (2) Wet fiber (soaked newspapers, etc.), (3) Lids, (4) Aluminum and tin cans smaller than 2"x2", (5) Film (all), (6) Plastic smaller than 3"x3"x3", (7) Any fiber or other product that cannot be marketed by CWD, and (8) 3D fiber. Additionally, inbound product cannot have a moisture content of more than 15%.

Collection

CWD drivers bring all recyclable materials to the MRF, where loads are weighed and corresponding customer information is documented. This data is retrieved at the end of each month so that tonnage information can be sent to each city office we service.



Commingled materials ready for processing



MRF workers separating cardboard and chipboard from newspaper



Recyclables traveling up the first conveyor

Materials Recovery Facility (MRF)

Processing

Materials are dumped and loaded onto a conveyor belt that will take them through the first sort, one that will remove cardboard and chipboard.

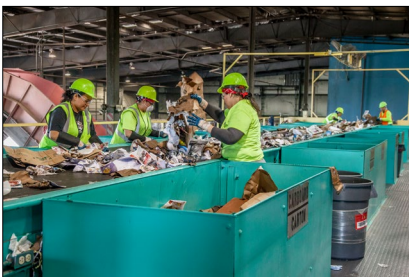
The next step takes the products across a disk screen where the heavier newspaper/fiber items are separated from the lighter commingled items.



Disk screen sorting



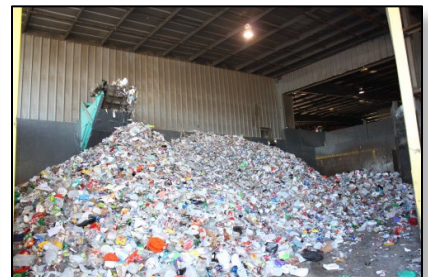
The commingled materials will then be processed using the commingle recycling line. This line separates all like recycling commodities together, and they are eventually baled into mill-ready bales of tin, aluminum, plastic PET 1, colored HDPE 2, HDPE 2 natural, and plastics #3-5 and #7.



Sort Line



*Separated fiber and
commingled recyclables*



*Separated fiber and commingled
recyclables*

Materials Recovery Facility (MRF)

Newspaper/fibrous items are processed through the Trommel Line. The circular motion and 65 degree incline of the conveyor leading to the Trommel allows glass particles and any other contaminants to fall through the screen.



Conveyor moving newspaper to Trommel



Newspaper going through the Trommel

The final part of our MRF processing is “packaging” the products into bales for shipment to the different recycling mills. All products are baled for shipment, other than glass, which is put into open top containers for transporting.



Paper being baled through CWD's baler



Newspaper traveling up the conveyor to be baled



Sorted newspaper bales weighing between 1,300 and 1,600 pounds

Materials Recovery Facility (MRF)

Marketing

True recycling does not take place until the collected and processed materials re-enter the manufacturing cycle. To “close the loop” in the recycling process, CWD has negotiated agreements with numerous major manufacturing companies that consume recyclable materials as a primary feed stock, thus assuring market continuity.

Because markets, materials, and demands are ever-changing, CWD is constantly researching and developing new marketing opportunities for its products.



Bales of ONP waiting to be sent to a recycling mill.



Bales of plastic PET 1 are loaded on a truck for transport to a recycling mill.

Landfill Options

Philosophy of Using Multiple Landfills

CWD has been hauling refuse within and around the Dallas Metroplex since 1984, and of the 7,000 solid waste haulers in the United States, we are listed among the top fifty. We have grown to become the largest independently owned and operated waste hauling company in Dallas County without ever owning a landfill. Our strategy has been to use existing landfills within our daily refuse routes and not sign long term agreements.

Healthy competition among landfill owners has consistently provided the best pricing available. Using the landfill of our choice based on proximity to our customers' locations allows CWD to use the abundance of resources, and in turn, give our customers better rates.

The following 16 landfills are economically accessible to CWD's TCEQ Registered (#MSW-40196) Type V-TS Municipal Solid Waste Transfer Station: 121 Regional, Arlington, Camelot, Charles M. Hinton, Denton, ECD, Ft. Worth Southeast, Grand Prairie, IESI-Weatherford, Irving Hunter-Ferrell, Lewisville, Maloy, McCommas Bluff, Republic CSC, Skyline, and Turkey Creek. These landfills have an average life of 52 years, and an average capacity of 23,070,778 tons.

Attached is information from the North Central Texas Council of Governments addressing the landfill capacity and projected life span of area landfills.



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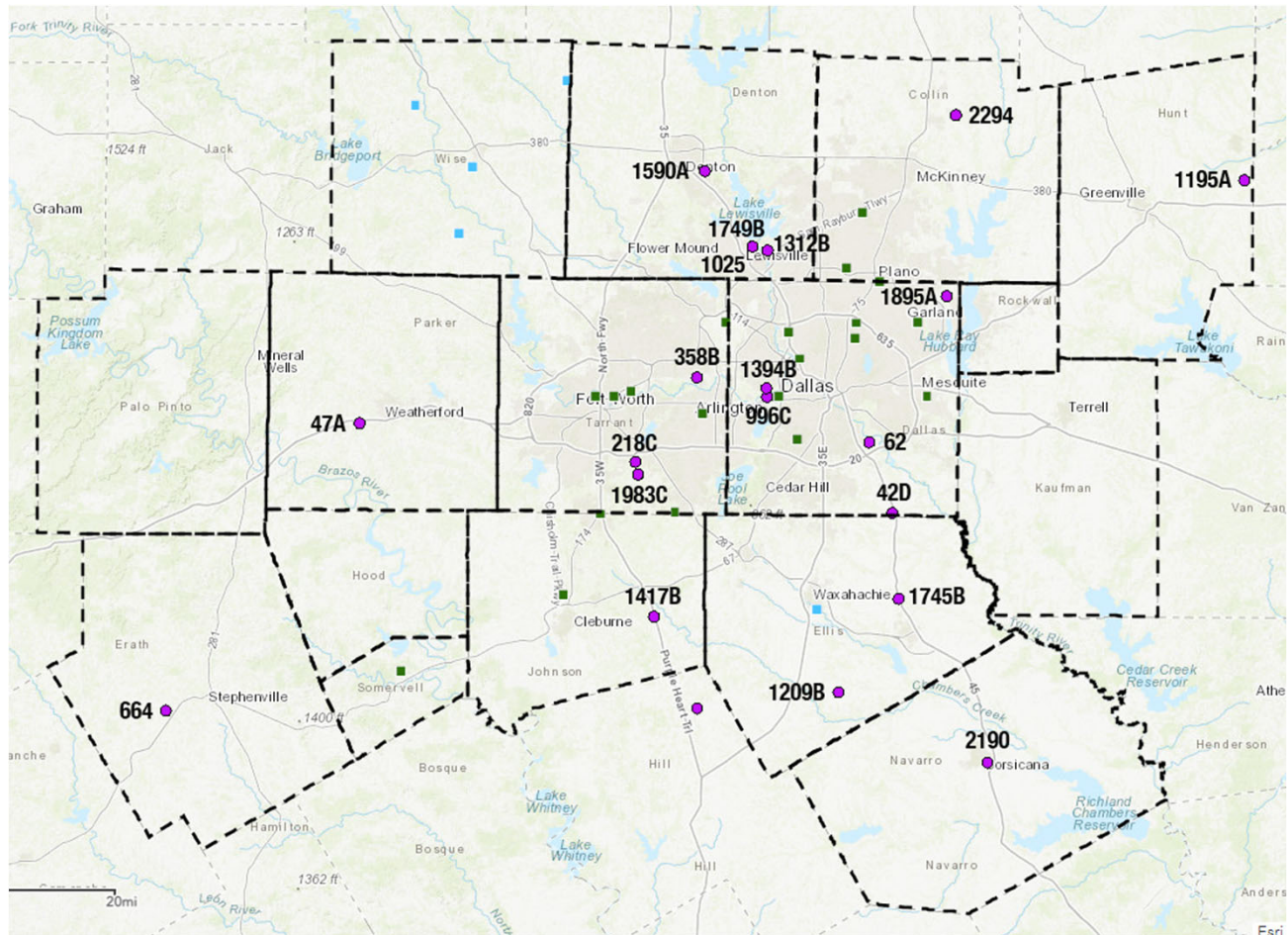
DFW Area Landfills

FACILITY NAME/ OPERATOR	FACILITY ID	LOCATION	CITY/ COUNTY	CAPACITY IN TONS	REMAINING YEARS
121 Regional Disposal Facility <i>N. TX Municipal Water District</i>	2294	3820 Sam Rayburn Hwy.	Collin	67,670,429	70
Arlington <i>City of Arlington/Republic Services</i>	358B	800 Mosier Valley Rd.	Eules/Tarrant	33,688,645	36
Camelot <i>Republic/Farmers Branch</i>	1312B	580 Huffines Blvd.	Lewisville/Denton	25,557,125	32
C. M. Hinton Jr. <i>City of Garland</i>	1895A	3175 Elm Grove Rd.	Rowlett/Dallas	19,200,069	33
Denton <i>City of Denton</i>	1590A	1527 S. Mayhill Rd.	Denton/Denton	28,780,527	66
ECD <i>Republic/Allied</i>	1745B	5703 N. I-45	Ennis/Ellis	26,057,818	150
Fort Worth Southeast <i>City of Ft. Worth/Allied</i>	218C	6288 Salt Road	Kennedale/Tarrant	14,641,144	20
Grand Prairie <i>City of Grand Prairie</i>	996C	1102 MacArthur Blvd.	Grand Prairie/ Dallas	7,201,292	30
IESI – Weatherford <i>Progressive Waste Solutions</i>	47A	3131 Old Brock Rd.	Weatherford/Parker	66,966	.5
Irving Hunter-Ferrell <i>City of Irving</i>	1394B	110 E. Hunter-Ferrell	Irving/Dallas	5,630,590	31
Lewisville <i>Republic Services/Allied</i>	1749B	801 E. College St.	Lewisville/Denton	16,990,733	100
Maloy <i>Republic Services</i>	1195A	2811 FM-1568	Campbell/Hunt	21,715,929	100
McCommas Bluff <i>City of Dallas</i>	62	5100 Youngblood Rd.	Dallas/Dallas	52,413,844	32
Republic CSC <i>Republic Services</i>	1209B	101 Republic Way	Ellis	16,271,402	100
Skyline <i>Waste Management of Texas</i>	42D	1201 N. Central Ave.	Ferris/Ellis	26,069,380	14
Turkey Creek <i>Progressive Waste Solutions</i>	1417B	9100 South I-35 West	Alvarado/Johnson	7,176,561	13
TOTALS:				369,132,454	827.50
AVERAGES:				23,070,778	52

The information in this table on Solid Waste Facilities is based on the North Central Texas Council of Governments (nctcog.org)



DFW Area Landfills



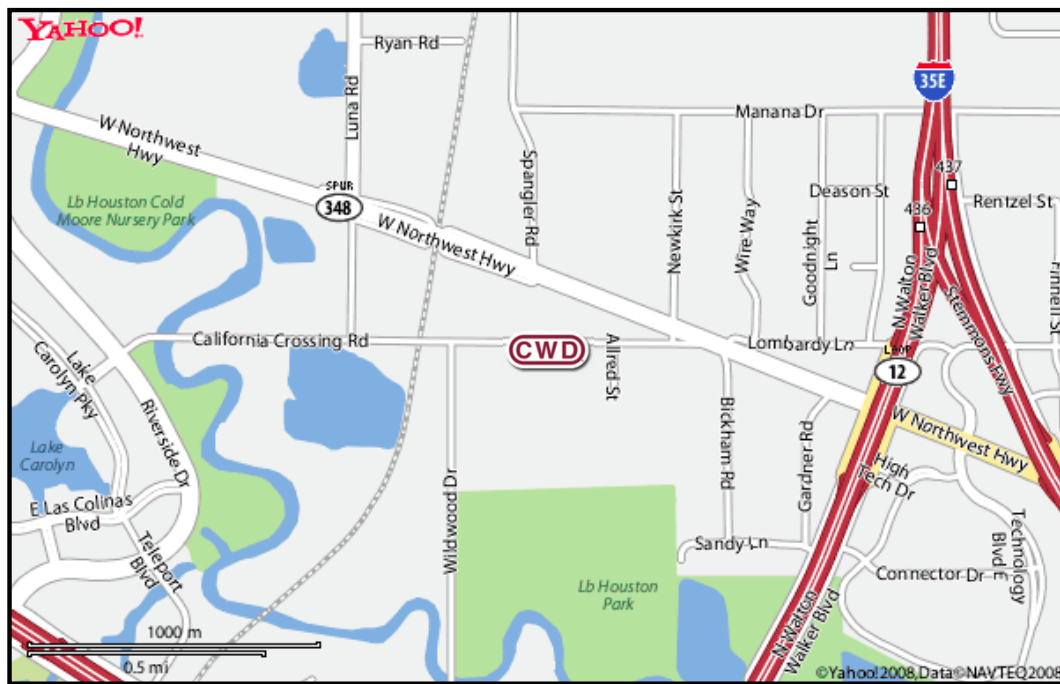
Informational graphic from the North Central Texas Council of Governments (nctcog.org)
01-24-2023

Community Waste Disposal.com

Since 1984

Citizen Refuse Dropoff

Residents may bring debris from their homes to CWD's Type V-TS Municipal Solid Waste Transfer Station located at 2010 California Crossing, Dallas, Texas 75220. This is a secure area where citizens will be required to show proof of residency.



Gate Rate Schedule

Vehicle Size	Resident Price Must Show Proof of Residence; Valid Drivers License Required
Automobiles, station wagons, pickups (with no sideboards)	\$25/each
Pickups or automobiles with trailers attached less than 8 feet in length (with no side boards on pickup or trailer)	\$25 for pickup load; \$25 for trailer load



(Continued on next page)

Community Waste Disposal.com

Since 1984

Citizen Refuse Dropoff, continued

Gate Rate Schedule (continued)

Vehicle Size	Resident Price Must Show Proof of Residence, Valid Drivers License Required
Pickups and trailers, less than 8 feet in length with aftermarket sideboards attached to truck or trailer	\$55/ton, \$70 Minimum
Pickups or automobiles with trailers attached, greater than 8 feet in length	\$55/ton, \$105 Minimum
Semi trailers, dump trucks and trucks larger than pickups	\$55/ton, \$140 Minimum

Special Item Disposal

<u>Tarp charge for improperly tarped vehicles- State Regulation</u>	\$40/Vehicle
Automobile/pickup tires	\$10/each – Limit of 4
Large truck tires (NO rims)	\$40/each – Limit of 4
Large tires with rims	Not Accepted
<u>Agricultural tires (NO rims)</u>	\$300/each – Limit of 2
<u>Clean dirt</u>	Not Accepted
Special handling charge (root balls, etc.)	Quote Required



Registration – Texas Commission on Environmental Quality

CWD's Texas Commission On Environmental Quality Registration Number MSW is 40196.

Attached is a letter from the Texas Commission On Environmental Quality stating that CWD is properly registered with the State of Texas.

CWD does not have any current pending administrative orders or violations of federal, state or local laws, rule and codes.

Community Waste Disposal's goal is to service municipalities and commercial accounts with the highest quality refuse and recycling collection, transportation, processing, disposal, and other related environmental services. CWD will carry out this goal in a safe and efficient manner with respect to all federal, state, and local guidelines governing these practices.



State and Local Permits

Chapter 328 – Waste Minimization and Recycling, Subchapter A: Purpose and General Information, §§328.2 – 328.5, requires any recycling facility that disposes of more than 10% of its incoming tons to be properly permitted through the Texas Commission on Environmental Quality (TCEQ). If a facility has more than 10% residue the facility has one of the following three options:

1. **Variance Permit:** The facility operator can apply to the TCEQ requesting a variance allowing residue to exceed 10%. If approved the TCEQ will provide the registrant written permission to do so.
2. **Type V-TS Municipal Solid Waste Transfer Station:** This option allows a recycling center to receive 90% trash and recycle 10% of the inbound tons. The 90% of trash may be delivered to an approved disposal facility however, the disposal facility must be no further than 50 miles from the registrant's site.
3. **Transfer Station:** The Transfer Station permit allows 100% trash delivered to a facility and can be transferred to an approved disposal site.

In October 2003, Community Waste Disposal received Registration No. MSW-40196 to operate a Type V-TS Municipal Solid Waste Transfer Station / Material Recovery Facility as further defined by the Certificate from Texas Commission of Environmental Quality (TCEQ).

State and Local Permits

Robert J. Huston, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
Kathleen Hartnett White, *Commissioner*
Margaret Hoffman, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 10, 2003

Mr. Greg A. Roemer
President
CWD Management, Inc.
2010 California Crossing
Dallas, TX 75220

Re: Municipal Solid Waste - Dallas County
Community Waste Disposal, L.P., Registration No. MSW-40196
Transmittal of Registration
CN Number: CN600390199
RN Number: RN102042926

Dear Mr. Roemer:

Enclosed is a copy of the above-referenced registration for a municipal solid waste facility issued pursuant to Chapter 361, Texas Health & Safety Code. The Site Development Plan, the Site Operating Plan, and all other documents and plans, including the report prepared and submitted to support the registration application, shall be considered a part of this registration and shall be considered as operational requirements of this registration.

If I can be of further assistance, please contact me, at (512) 239-3900, or Mr. Syed A. Ali of the Texas Commission on Environmental Quality's Municipal Solid Waste Permits Section (MC-124) at (512) 239-4742. Thank you for allowing us to assist you.

Sincerely,

A handwritten signature in black ink, appearing to read "Wade M. Wheatley".

Wade M. Wheatley, P.E., Director
Waste Permits Division

WMW/saa

cc: Mr. Kevin Yard, P.E., SCS Engineers, 1901 Central Drive, Suite 650, Bedford, Texas 76021
Mr. Sam Barrett, Waste Program Manager, TCEQ Region 4-D/FW

Enclosure

P.O. Box 13087 • Austin, Texas 78711-3087 • 512/239-1000 • Internet address: www.tceq.state.tx.us

printed on recycled paper using soy-based ink



State and Local Permits



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

FINAL DRAFT REGISTRATION FOR MUNICIPAL
SOLID WASTE MANAGEMENT SITE
issued under provisions of Texas
Health & Safety Code Ann.
Chapter 361 (Vernon)

Registration No. MSW-40196

Name of Registrant Community Waste Disposal, L.P.
and
2010 California Crossing
Site Owner: Dallas, Texas 75220

Facility Name: Community Waste Disposal Transfer Station / Material Recovery Facility

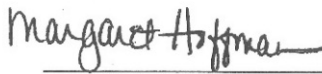
Classification of Site: Type V-TS Municipal Solid Waste Transfer Station

Wastes to be Accepted: Municipal Solid Waste (MSW), Recyclables include corrugated cardboard, newspapers, plastics, glass, and other recyclables, Non-regulated asbestos-containing materials, and other special wastes, as provided for in the Site Operating Plan of the Registration Application

The registrant is authorized to store and process wastes and to recover recyclable materials in accordance with the limitations, requirements, and other conditions set forth herein. This registration is granted subject to the rules and Orders of the Commission and laws of the State of Texas. Nothing in this registration exempts the registrant from compliance with other applicable rules and regulations of the Texas Commission on Environmental Quality (TCEQ). This registration will be valid until canceled, amended, or revoked by the Commission, or until the site is abandoned or rendered unusable, whichever occurs first.

APPROVED, ISSUED AND EFFECTIVE in accordance with 30 Texas Administrative Code Sections 330.60 and 330.65.

ISSUED DATE: OCT 01 2003


For the Commission

Equipment Listing

QTY	YEAR	MAKE	MODEL	BODY	TARE WEIGHT
RESIDENTIAL REAR LOAD – 600					
5	2025	Battle	LE2	McNeilus-28 Yd	42,400
1	2025	Battle	LE2	Heil-32 Yd	42,100
1	2024	Battle	LE2	McNeilus-28 Yd	42,400
1	2023	Pete (Diesel)	520	McNeilus-28 Yd	39,750
3	2021	Pete (Diesel)	520	McNeilus-28 Yd	39,750
2	2021	Autocar (CNG)	ACX	McNeilus-32 Yd	42,240
3	2020	Peterbilt (CNG)	348	McNeilus-28 Yd	39,500
4	2020	Autocar (CNG)	ACX	McNeilus-32 Yd	41,560
1	2020	Autocar (CNG)	ACX	McNeilus-25 Yd	38,920
2	2019	Peterbilt (CNG)	520	McNeilus-25 Yd	39,000
9	2019	Autocar (CNG)	ACX	McNeilus-25 Yd	39,660
12	2018	Autocar (CNG)	ACX	McNeilus-25 Yd	39,660
1	2017	Autocar (CNG)	ACX	McNeilus-25 Yd	39,660
5	2016	Autocar (CNG)	ACX	McNeilus-25 Yd	39,760
3	2016	Autocar (CNG)	ACX	McNeilus-28 Yd	41,240
2	2014	Peterbilt (CNG)	320	McNeilus-25 Yd	39,400
Total = 55					
AUTOMATED SIDE LOAD TRASH & RECYCLE – 700/900					
6	2024	Peterbilt (CNG)	520	McNeilus-31 Yd	39,560
4	2022	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
1	2021	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
9	2020	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
11	2019	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
5	2018	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
9	2017	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
3	2016	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
Total = 48					
RESIDENTIAL REAR LOAD – 500					
1	2024	Isuzu (unleaded)	Diamond Back	New Way - 8Yd	19,500
1	2014	Peterbilt (CNG)	320	McNeilus-20 Yd	27,180
Total = 2					

Continued on next page



Equipment Listing, continued

QTY	YEAR	MAKE	MODEL	BODY	TARE WEIGHT
FRONT LOAD – 300					
1 (Rent)	2025	Pete (Diesel)	520	McNeilus-37Yd	40,570
1 (Rent)	2024	Mack (Diesel)	Terrapro	McNeilus-37Yd	41,380
4	2024	Peterbilt (CNG)	520	Heil-28Yd	40,180
1	2023	Peterbilt (CNG)	520	Heil-28Yd	40,180
2	2022	Autocar (CNG)	ACX	McNeilus-37Yd	40,180
3	2022	Pete (Diesel)	520	McNeilus-40Yd	40,180
1	2021	Autocar (CNG)	ACX	McNeilus-37Yd	40,180
1	2020	Peterbilt (CNG)	520	McNeilus-40 Yd	42,640
6	2020	Autocar (CNG)	ACX	McNeilus-40Yd	42,640
4	2019	Autocar (CNG)	ACX	McNeilus-40Yd	42,640
1	2019	Pete (Diesel)	520	McNeilus-40Yd	40,180
3	2019	Peterbilt (CNG)	520	McNeilus-40 Yd	42,640
5	2018	Autocar (CNG)	ACX	McNeilus-40 Yd	43,700
5	2017	Autocar (CNG)	ACX	McNeilus-40 Yd	40,180
1	2016	Autocar (CNG)	ACX	McNeilus-40Yd	36,600
1	2015	Autocar (CNG)	ACX	McNeilus-40 Yd	30,700
Total = 40					

Continued on next page

Equipment Listing, continued

QTY	YEAR	MAKE	MODEL	BODY	TARE WEIGHT
ROLL OFF – 400					
2	2024	Peterbilt (CNG)	567	G&H	30,880
4	2023	Autocar (CNG)	DC-64	Galfab	29,200
2 (12 yd)	2022	Peterbilt (CNG)	348	G&H	14,280
1	2022	Peterbilt (CNG)	548	Galbreath	29,200
6	2020	Peterbilt (CNG)	348	G&H	29,000
3	2019	Kenworth (CNG)	440	G&H	28,700
6	2019	Peterbilt (CNG)	348	G&H	25,240
3	2018	Peterbilt (CNG)	348	G&H	28,700
2	2017	Peterbilt (CNG)	348	G&H	27,920
1	2016	Kenworth (CNG)	T440	Galbreath	27,920
1	2016	Peterbilt (CNG)	365 ISL-G	G&H	27,920
1	2015	Peterbilt (CNG)	365 ISL-G	Galbreath	27,920
1	2013	Peterbilt (CNG)	365 ISL-G	G&H	28,440
1 (12 yd)	2012	Freightliner (D)	M2106	Amp-Roll	13,640
2	2012	Mack (Diesel)	GU-813	G&H	27,600
Total = 36					
CONTAINER – 100					
1	2022	Mack	MD742	G&H	14,180
1	2021	Kenworth	T270	G&H	14,180
1	2021	Peterbilt	348	G&H	14,180
1	2006	Peterbilt	348	KPAC	14,180
Total = 4					

Total Vehicles Performing Residential/Commercial Operations = **185**

Maintenance

CWD performs the vast majority of the repair and maintenance of our fleet and operates our truck maintenance facility two (2) shifts per day, six (6) days a week. We take great pride in the assurance that all our vehicles receive regularly scheduled preventative maintenance by trained technicians. Our Fleet Manager has earned the Master Automotive Service Excellence certification in support of CWD's dedication to the safe operation of our vehicles.

Preventative maintenance performed per vehicle based on usage:

- Oil Change every 750 hours
- Anti-Freeze every 5,200 hours
- Hydraulic Oil every 2,600 hours
- Differential Fluid every 2,600 hours
- Inspection of brakes, tires, hoses and drive shafts every 150 hours



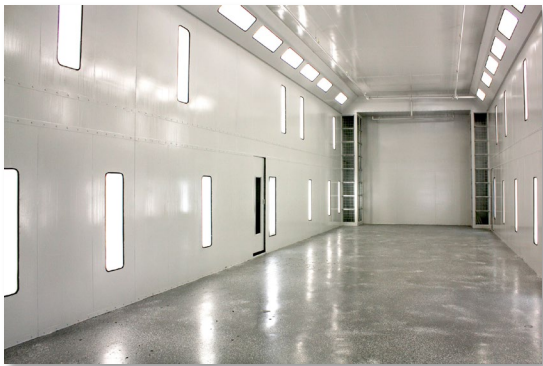
Maintenance being done on a front load truck



CWD employee refurbishing an 8-yard front load can

On-site Paint Booth

In order to maintain both the condition and visual appeal of our vehicles, CWD has installed an on-site truck/container paint facility. In addition to a formal paint schedule all vehicles are washed on a regular basis so the communities we serve can be proud of the trucks that are conducting business in their city.



CWD On-site Container Paint Facility



Before and After

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Compressed Natural Gas (CNG)

Community Waste Disposal is proud to have introduced compressed natural gas (CNG) waste disposal trucks to the Dallas/Fort Worth metroplex. CNG vehicles run more quietly and produce fewer emissions than diesel trucks, creating cleaner skies and more peaceful neighborhoods for everyone to enjoy!

Commercial CNG Vehicle



Residential Automated CNG Vehicle



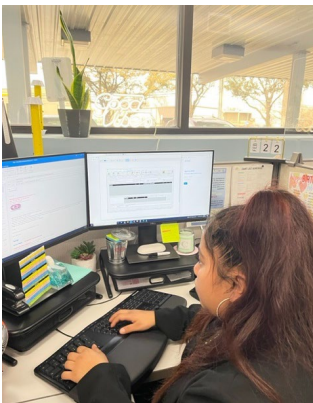
Since 2015, CWD has invested over 4.5 million dollars in our on-site CNG station. This station, the only one in the metroplex owned by a private waste and recycling company, allows us to be more environmentally friendly. The refill station also enables us to continue expanding the CNG fleet, and saves CWD and our customers money. Currently, we have over 170 CNG waste collection vehicles. We will continue to add more of these environmentally friendly vehicles to our fleet until our fleet is comprised completely of CNG vehicles.



Customer Service Community



CWD Customer Service space



Customer Service takes a call

Customer Service is what CWD was founded on. It is our first thought in the morning and our last thought at night. From the beginning it has been our most important priority. As a customer, you should never expect less than the best and we, at CWD, strive every day to exceed your expectations. Keeping the importance of our customer base in the forefront is a way of life.

As a means to that end, CWD has formed a Customer Service Community by bringing together our operations management, dispatch and customer service. This allows us to maximize our ability to handle any situation in the most effective manner possible. Residents will never be sent to a random “call center” in an unknown location. Our customer service associates live and work in the Dallas/Fort Worth metroplex and are familiar with your area and services you rely on. When a resident calls CWD, a customer service associate will quickly assess the situation and alert the appropriate dispatcher or operations manager to expedite a solution. This approach is achievable because CWD’s Customer Service Community is all housed under one roof, with customer service being no more than 10 feet from dispatch, operations management and driver check in area. This means ultra fast information turnaround for all of your needs. This is one more CWD advantage, local business, local employees, local resolutions. We feel the first word in our name is the most important, Community Waste Disposal.

Our office will be open Monday through Friday, 8:00 a.m.-5:00 p.m. and from 8:00 a.m.-2:00 p.m. on Saturday with qualified service representatives available to answer questions, as well as experienced field supervisors to oversee the daily operations. All requests and concerns are entered into our customer database for documentation and tracking. Our Customer Service associates are trained extensively to answer and resolve all issues and concerns promptly. Because they are aware of what is occurring each and every day within our Operations Department, we are able to contact our customers to let them know of a problem before they are even aware of it.



CWD's Customer Service Policy

It is CWD's mission to enforce this proactive communication as our standard operating procedure. CWD's operations managers can be reached by cell phone for immediate response to city officials and commercial customers having emergency situations. Our Customer Service lines are open Monday through Friday, 8:00 a.m.-5:00 p.m., and from 8:00 a.m-2:00 p.m. on Saturday. After-hours voicemail is available for all other calls.

CWD's basic guidelines for customer service are as follows:

A. Scheduled Customers	By close of business on their scheduled service day
B. Scheduled Customers	Within one business day (24 hours) of their call
C. Missed Collection Recovery Schedule	1. Contact CWD <u>before</u> 12:00pm on scheduled service day: Receive same day service. 2. Contact CWD <u>after</u> 12:00pm on scheduled service day if route driver is still in the city : Receive same day service. 3. If driver is not in the city: Driver will return on next scheduled business day when like services are being performed. 4. Day after scheduled service day-Contact CWD <u>before</u> 12:00pm: Receive same day service. 5. Day after scheduled service day-Contact CWD <u>after</u> 12:00pm: Receive service next scheduled business day when like services are being performed.

Contact Information:

Tommy Johnson, Manager of Customer Service, **972.392.9300 x 2280**



Reports

Municipal reports are provided at regular intervals ranging from daily to annually. The following list of reports is currently being provided to cities that are serviced by Community Waste Disposal.

Name	Frequency	Information Reported
Non-Compliant Report	Daily	Out of compliance resident
Municipal Service Inquiries	Monthly	Detail of complaints including residential address
Revenue Calculations	Monthly	Detail of revenue rebate to City for recycling
Municipal Recycling Program	Monthly/Yearly	# of homes and recycle tonnage
Customer Service Inquiries	Monthly/Yearly	Customer inquiries per 1,000 service opportunities
Residential Driver Incidents	Yearly	RDIs can include: a vehicle accident, property claim, reckless driving, or conduct complaint

Other reporting requirements can be addressed on an as-needed basis. CWD personnel will discuss and attempt to accommodate all such requests.

Electronic Tagged List

CWD uses Electronic Tagging as a mechanism to report unserviceable residential set outs. Electronic Tagging is used when items placed for pick up are not program compliant and therefore not serviceable. Real time reporting is the advantage to electronic tagging. When needed, CWD's customer service community will be informed of all pending issues.

The driver reports an out of compliance resident. The violation is then entered into the system. Municipalities receive a detailed report notating any infractions in their area.

"NON-COMPLIANT" Report - Daily

02/18/2022 - 02/19/2022

2405 CAPITOL PL 02/18/2022	NO TIRES ARE ALLOWED
2605 KENNEDY DR 02/18/2022	Not tied or bundled
2701 KENNEDY DR 02/18/2022	Carts blocked by vehicle
2705 WESTPOINT DR 02/18/2022	BRUSH BLOCKED BY CAR
2815 MADISON DR 02/18/2022	Carts too close to gas meter
2815 PIONEER DR 02/18/2022	BRUSH NOT TIED AND BUNDLED
2816 MADISON DR 02/18/2022	Not bundled or tied
2907 INDEPENDENCE 02/18/2022	TIRES OUT FOR SERVICE. WE DO NOT TAKE TIRES.
3 RIDGEVIEW CIR 02/18/2022	NOTHING OUT WHEN DRIVER WENT TO SERVICE WORK ORDER SEE PIC ATTACHED
3100 WHISPERING PINE BLVD 02/18/2022	too close to the pole SEE PIC ATTACHED

Municipal Recycling Program – Monthly/Yearly

A monthly and yearly report is sent showing the number of homes, recycle tonnage totals and pounds per home.



Municipal Recycling Program



Single Stream Recycling

Participation in the Residential Curbside Recycling Program continues to demonstrate that residents of the City of are dedicated to the preservation of the Texas environment for future generations.

The chart below details the statistics of the CWD Residential Curbside Recycling Program.

	Dec-2021	Nov-2021	Oct-2021	Sep-2021	Aug-2021	Jul-2021	Jun-2021	May-2021	Apr-2021	Mar-2021	Feb-2021	Jan-2021
Homes	1,554	1,556	1,557	1,557	1,556	1,552	1,550	1,551	1,551	1,548	1,548	1,547
Resi Rcy Tonnage	57.79	11.69	13.60	22.67	27.94	10.45	11.04	5.85	16.71	29.19	16.45	21.79
Pounds / Home / Month	74.38	15.03	17.47	29.12	35.91	13.47	14.25	7.54	21.55	37.71	21.25	28.17

Customer Service Inquiries – Monthly/Yearly

Customer inquiries per 1,000 service opportunities are compiled and reported monthly and yearly with historical data included.



Municipal Service Inquiries



Residential Solid Waste Services

The Solid Waste Industry has a standard service inquiry ratio of 1.0 inquiries per 1,000 service opportunities.

	Dec-2020	Nov-2020	Oct-2020	Sep-2020	Aug-2020	Jul-2020	Jun-2020	May-2020	Apr-2020	Mar-2020	Feb-2020	Jan-2020
Service Opportunities	10,062	10,101	10,107	10,114	10,114	10,042	10,081	10,068	10,023	10,049	10,010	10,023
Service Inquiries	4	1	9	7	16	17	13	11	11	11	11	10
Per 1,000 Service Opps	0.40	0.10	0.89	0.69	1.58	1.69	1.29	1.09	1.10	1.09	1.10	1.00

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Grievances for Period – Detail - Monthly

On a monthly basis, a detailed report of grievances, including residential addresses is sent to the City chronicling the previous month's activity.



Customer Service Inquiries - Detail



Good Service is Good Business

CWD's Customer Service Community is available to provide solutions via phone or online. Our efficient team is here to support the City of [redacted] and we continually strive for top-notch performance to ensure residents receive the most value out of their waste and recycling services.

City Account Grievances for the Period of 12/01/2021 - 12/31/2021

Date	Account	Address	Service Type	Service Code
12/02/2021	102326-1189	202 WILLOW CREEK CT		
				Total: 1
12/27/2021	102326-826	610 WESTMORELAND RD	RESI-BULK	RESI R/L BULK
12/30/2021	102326-1196	106 GREENWOOD	RESI-BULK	RESI R/L BULK
				Total RESI-BULK: 2
12/03/2021	102326-1037	911 COCKRELL HILL	RESI-RECYCLE	SERVICE RCYCART
12/03/2021	102326-132	901 SLIPPERY ELM DR	RESI-RECYCLE	SERVICE RCYCART
12/11/2021	102326-211	704 MAIN, WEST	RESI-RECYCLE	SERVICE RCYCART
12/15/2021	102326-1192	600 SILVER SPUR LN	RESI-RECYCLE	SERVICE RCYCART
12/17/2021	102326-841	200 SILVERWOOD DR	RESI-RECYCLE	SERVICE RCYCART
12/17/2021	102326-164	1711 JOE WILSON RD, SOUTH	RESI-RECYCLE	SERVICE RCYCART
				Total RESI-RECYCLE: 6
12/04/2021	102326-983	3211 NORTHWOOD DR	RESI-TRASH	SERVICE TRASH CART
				Total RESI-TRASH: 1
				Total Inquiries: 10



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Revenue Calculation - Monthly

On a monthly basis, a detailed report of recycle tons and rebate to the city is calculated and sent in the below format.

Community Waste Disposal City of April 2017 Revenue Calculations

Total Tons Received by CWD
Per Ton Processing Fee & Transportation Fee (Note 1)
Total Processing Fee

	202.75	
\$	74.29	Adj Annually
\$	15,062.30	

Commodity	Adj Annually Component %	Pricing Structure	Adjusted Monthly Published Value \$ Per Ton	Total \$	Tons
ONP	14.32%	PPI - #8 Southwest Hi	\$ 100.00	\$ 2,903.00	29.03
OCC	20.19%	PPI #11 Southwest Hi	\$ 175.00	\$ 7,164.50	40.94
Mixed Paper	10.11%	PPI Mixed Paper #2 Hi	\$ 90.00	\$ 1,845.00	20.50
Aluminum	0.79%	SMP - Region 8 Houston High	\$ 600.00	\$ 960.00	1.60
Steel/Tin	1.56%	SMP - Region 8 Houston High	\$ 5.00	\$ 15.80	3.16
PETE	3.51%	SMP - Region 8 Houston High	\$ 260.00	\$ 1,851.20	7.12
HDPE - Natural	1.18%	SMP - Region 8 Houston High	\$ 710.00	\$ 1,696.90	2.39
HDPE - Colored	0.92%	SMP - Region 8 Houston High	\$ 490.00	\$ 916.30	1.87
Mixed Plastic	0.20%	SMP - Region 8 Houston High	\$ 40.00	\$ 16.40	0.41
Mixed Glass	15.02%		\$ -	\$ -	30.45
Residue	32.20%		\$ (24.79)	\$ (1,618.29)	65.28
	100.00%		\$ 77.69	\$ 15,750.81	202.75

Total Gross Recycle Revenue	\$	15,750.81	
Less Total Processing Fees	\$	(15,062.30)	
Net Amount Due CWD if Revenue Has a Negative Value	\$	688.51	
50% Revenue Share to City if Value Is a Positive Amount	\$	344.26	
	\$	3.40	Per Ton

Note 1) Processing & Transportation Fees will be adjusted annually based on CPIU, Disposal and Fuel increases

Note 2) Per ton rebate cannot exceed \$40 per ton

Note 3) SMP stands for Secondary Materials Pricing, PPI stands for "Pulp & Paper Industry"

Note 4) City will never be required to pay contractor for negative revenue values. Any negative values will carry forward and must be brought back to a zero before compensation to the city begins or resumes..

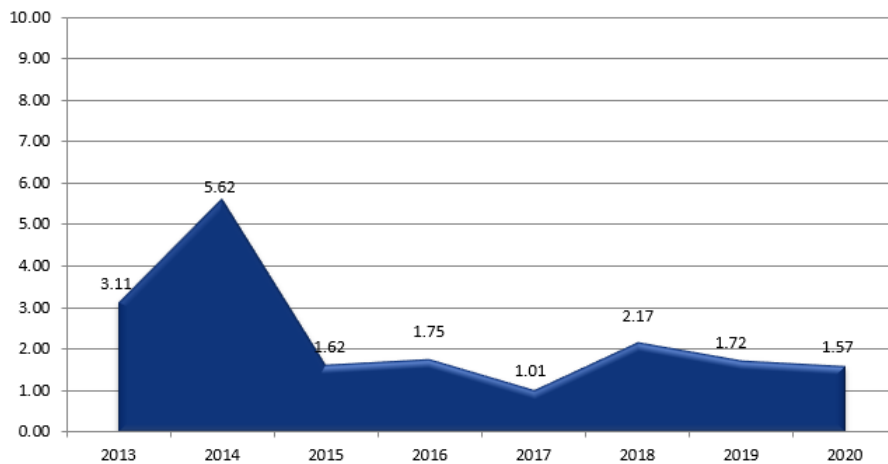


Residential Driver Incidents - Yearly

RDIs can include: a vehicle accident, property claim, reckless driving or conduct complaint and are presented yearly in an Annual Review form to the City at a Council meeting.

Residential Driver Incident Per 100,000 Service Opportunities

RDIs can include a vehicle accident, a property claim, reckless driving or a conduct complaint.



698,696 yearly service opportunities; 11 incidents

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CWD Mobile App

The CWD mobile app is available from both the Apple Store and from Google Play. Introduced in 2019, it gives users the ability to easily manage their trash and recycling accounts on the go!



The CWD Mobile App is HERE!

CWD Mobile lets you easily manage your trash and recycling accounts! While on the go, you can:

- ★ Pay your bill
- ★ Schedule service
- ★ View your service schedule
- ★ Report a missed pickup
- ★ Schedule a container repair
- ★ Receive weather and service alerts
- ★ More

It's easy to register with CWD Mobile! Simply specify whether you're a Residential or Commercial/Industrial customer and provide the required information.

Let CWD Mobile help simplify your trash and recycling needs!

CWD Trash & Recycling Made Easy

Log In To Your Account

Email Address

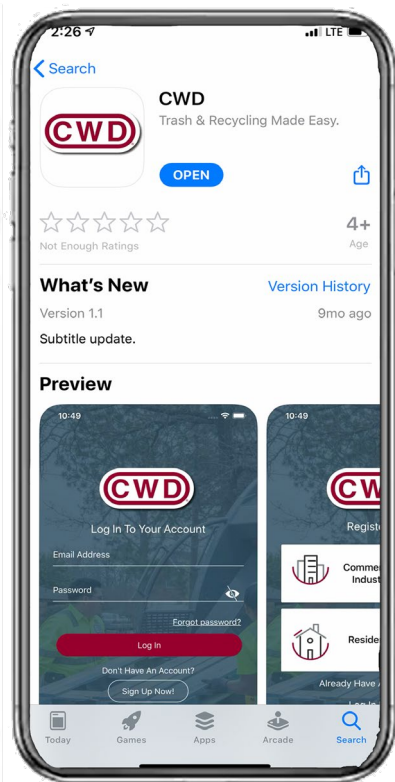
Password

Forgot password?

Log In

Don't Have An Account?

Sign Up Now!



Residential Collection Services



Rear load semi-automated cart collection



Fully automated ASL cart collection

CWD began offering curbside recycling programs in 1992 for municipalities in a six-county North Texas Council of Governments area. We currently serve over 30 municipalities with curbside programs that include combinations of refuse, recyclables and yard waste recycling. Having received awards from both local and state organizations, we are consistently recognized for our efforts to educate citizens about the benefits of recycling.

Residents utilize 95-gallon carts for their refuse and recycling services. These carts display CWD's logo and phone number and are free of any city-specific or other markings. Residents are assessed replacement fees for lost or stolen carts.

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Residential Collection Services

Recycling

95 or 65 Gallon Cart service is our most popular residential recycling option. All recyclables are commingled and placed in the 95 or 65 gallon cart and placed at curbside for service.



18 Gallon Bin service is a commingled recycling opportunity available as a weekly service to residents. Lids are provided upon request.



Blue Bag service is a program where dedicated collection containers are not needed. Recyclables are placed in a blue tinted recyclable bags and placed at curbside for service. Cardboard is placed beneath the bag for collection.



CNG Vehicles



Community Waste Disposal is a proud environmental steward with the most comprehensive waste and recycling programs in the industry. To further our green initiatives, in 2012 CWD purchased the largest privately owned fleet of Compressed Natural Gas (CNG) vehicles used for waste management in the Dallas Fort Worth Metroplex. CWD has been awarded the 2014 Keep America Beautiful Community Improvement Award and the 2013 Keep Texas Beautiful Ebby Halliday/Maurice Acres Business/Industry Improvement Award for the green project and other waste minimization programs.

Compared to the standard diesel trucks used by other companies, the CNG vehicles in CWD's fleet:

- Cut greenhouse gases (carbon, methane and nitrous oxide) by up to 25 percent.
- Eliminate 225 metric tons of greenhouse gas emissions each year, per five (5) CNG vehicles. This is equal to taking 370 vehicles off the road each day.
- Reduce smog-causing nitrogen oxides by 50 percent or more.
- Cut particulate matter emissions by 90-95 percent.
- Run more quietly, leading to less noise pollution.
- Contribute to a smaller carbon footprint (the total amount of greenhouse gas emissions) overall. Greenhouse gases have been linked to global warming and climate change.
- Are less expensive to operate, since natural gas costs 40% less than diesel.

Currently, CWD has over 165 trucks in its fleet. With CWD's current rate of growth, it is anticipated that in 10 years there will be in excess of 225 trucks in the fleet. The introduction of CWD's new environmentally friendly trucks is supported by Bruckner's Mack; Clean Energy Fuels; McNeilus Truck & Manufacturing, an Oshkosh Corporation company; and Peterbilt Motor Company.

Residential Bulk Collection Services

CWD's Bulk service includes items that weigh less than 50 pounds, and do not exceed 4 x 4 x 8 feet. The items must not require more than two men to lift and handle with ease. Acceptable Bulk items include appliances and furniture. All other Bulk items must be containerized as demonstrated below. Please refer to the Executive Summary (Tab 2 in this document) for details about your specific bulk and/or brush program.

Loose remodeling, demolition, and carpeting materials will **not** be collected as part of the standard bulk collection service. Volumes of bulk items will be limited as documented in the Executive Summary. If a resident has volumes that exceed the standard program, a CWD supervisor will provide an "Excess," or "Out of Compliance" price quotation.



*Containerized debris 2' x 2' x 4,'
weighing less than 50 lbs.*



*These materials exceed the
specifications of normal bulk
collection service*



*Bulk being picked up by two
CWD employees*

Residential Brush Collection Services

Loose Brush: All limbs must be placed close to the street, but **not** blocking the sidewalk. No limbs shall be greater than six (6) inches in diameter, weigh more than 50 lbs. or be longer than four (4) feet. Brush piles must be free of all foreign debris.



Example of loose brush and how to position next to street

Bundled Brush: Tree, shrub or brush trimmings must be securely tied together forming an easily handled package not exceeding a size of 2' x 2' x 4' or 50 lbs. in weight. Brush piles must be free of all foreign debris.



Example of how tree, shrub or brush trimmings should be bundled

Residential Door-side Collection Services Household Hazardous Waste & Used Electronics



1 We start with three 30-gallon plastic bags, and include an instruction sheet, HHW labels, individual product labels, and zip ties.

2 The items are then placed inside your CWD Door-side Collection HHW & Used Electronics envelope.

3 The kit is then mailed directly to your residence.

Following the instructions carefully, you place your HHW & Used Electronic items in front of your home. The items are then retrieved by CWD on pick-up day.

Household Hazardous Waste (HHW) & Used Electronics Residential Door-side Collection is an additional service CWD provides to residents so that home-generated waste, including household hazardous waste, can be safely and easily disposed of or recycled.

Door-side collection is an effective avenue to encourage participation by those who cannot or will not drive to events or drop-off locations. Upon request, CWD will provide all residents door-side HHW & Used Electronics collection services and will provide a collection kit, instructions, and a collection date.

CWD's Door-side Collection

for Household Hazardous Waste and Used Electronics

1 Call CWD to request a packet and schedule a pickup.



2 Gather your HHW and used electronics, carefully package them according to the directions, and leave them on your doorstep.



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Since 1984

X-treme Green Events

Community Waste Disposal can provide an agreed to number of events within the city limits. Each “One Stop” event is staffed with licensed and trained CWD employees and includes: set up, collection, supervision, cleanup and disassembly.

During this event, we process the following materials:

- Household Hazardous Waste
- Used Electronics, Including CRTs
- Scrap Metal
- Tires
- On-site Document Shredding



CWD personnel will handle all TCEQ permits, transportation and disposal. Each event will be open to City/Town residents from 8:00 am – 1:00 pm.



HAZWOPER CWD Employees are Trained and Certified

40 Hour HAZWOPER Training is required for employees who perform activities that expose or potentially expose them to hazardous materials. This course is specifically designed for workers who are involved in clean-up operations, emergency operations, storage, disposal or treatment of hazardous materials.

CWD has multiple employees trained and approved by these standards to ensure that you and your community are safe and protected from these dangerous materials.

It takes many hours and a considerable investment to perform these tasks. CWD would love to handle this for you! CWD has the experience, manpower, and resources to ensure a worry-free community clean up.

Trained and Certified:

Robert Cullum, Jr.
Gary Blackwell, Jr.
Christopher Gagne
Victor Marquez
Robert Medigovich



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Texas Commission on Environmental Quality (TCEQ) Certification

Bryan W. Shaw, Ph.D., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

7 October 2013

Dale Pound
Community Waste Disposal, LP
2010 California Crossing Rd
Dallas, TX 75220

Dear Mr. Pound,

The Texas Commission on Environmental Quality (TCEQ) acknowledges the receipt of a Notification for a Household Hazardous Waste Collection Event and accompanying material on September 25, 2013. Pursuant to notification requirements in 30 TAC 335.403, the information must be submitted at least 45 days prior to conducting the following household hazardous waste collection activities:

Collection Program: Establishment of an HHW Permanent Facility
Address: 1990 California Crossing Road, Dallas, Texas 75220

Please note that this letter serves simply to notify you that the information received is administratively complete and does not serve as approval of activities. All operations under the collection program must comply, at minimum, with 30 TAC 335 Subchapter N. The operator, Community Waste Disposal, LP, in compliance with Subchapter N, must also report on the material received under this collection program by April 1, 2014 and every year until such time as the facility ceases operations.

Please be aware that this collection may be subject to regulations in other program areas within the TCEQ as well as external regulatory authorities (e.g. OSHA, DOT, TCEQ Used Oil Program, etc). Sample guidance can be found at <http://www.tceq.texas.gov/p2/hhw/howto.html>. If you need any additional assistance, please call me at (512) 239-3104 or email me at Stephanie.Cunningham@tceq.texas.gov at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Cunningham".

Stephanie Cunningham
Texas Commission on Environmental Quality
Pollution Prevention and Education, MC-108
P. O. Box 13087
Austin, TX 78711-3087

P.O. Box 13087 • Austin, Texas 78711-3087 • 512-239-1000 • tceq.texas.gov

How is our customer service? tceq.texas.gov/customersurvey

printed on recycled paper



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CWD's Award Winning *Yard Waste* Recycling Program

CWD implemented its first residential *Yard Waste* recycling program in 1997. The community and CWD were honored by the Texas Corporate Recycling Council in 1999 and the Recycling Coalition of Texas in 2002 for promoting the best residential *Yard Waste* recycling program in Texas.

Residents may place grass clippings and leaves, and brush tied in 4' x 2' bundles out for collection. Grass and leaves must be deposited in brown biodegradable bags prior to pickup and bundled brush must not weigh more than 40 pounds.



Yard Waste driver servicing recycling set-outs



Yard Waste in trailer



Yard Waste recycling set-outs

Holiday Collection

Residents will receive residential services one day after a recognized holiday. If a recognized holiday falls on a service day, then all service will be pushed back one service day. For example, if Christmas falls on Tuesday, then Tuesday service will be performed on Wednesday, and Wednesday service will be on Thursday. This will continue until all residents have been serviced.



Christmas trees being chipped by CWD chipper



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Since 1984

Commercial Services

What started in 1984 with two men and one truck has become a multi-million dollar company that employs more than 260 non-union people serving thousands of commercial customers. Community Waste Disposal, L.P., is locally owned and operated, and is the largest non-public waste disposal company in the Dallas/Ft. Worth area.

The first service offered by CWD was side-load service to Dallas area apartment complexes, a service that is still offered only by Community Waste Disposal. Front load and roll off services were added in 1986 and 1987.



35 yard self contained compactor being serviced by CWD roll-off truck



CWD front load truck servicing an eight-yard can

In 1989 we developed and implemented office paper recycling programs that are currently employed by 175 of our customers, thus diverting 750 tons per month from landfills. These customers include many of the area's largest property management companies: CB Richard Ellis, Granite Properties, Capstar Commercial Real Estate, Cousins Properties, Holt Lunsford, Parmenter Realty Partners, Jones Lang LaSalle, Harwood International, Transwestern Commercial Services, and Stream Realty Partners.



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Apartment Collection Services

Apartment Recycling

There are many opportunities for apartment communities to participate in recycling. CWD offers the most comprehensive recycling initiatives in the industry. Single Stream recycling is the most popular program. Residents place all recyclables in one container. This includes items #1-7 except #6 (Styrofoam). CWD also provides recycling educational flyers to help residents with the most up to date recycling “Do’s and Don’ts”.



Left: Single stream recycling container

Bottom Left: Example of flyer

Bottom: Recycling Services brochure



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Since 1984

Commercial Services

The range of services offered by CWD to its commercial customers is unequalled by any other waste management vendor in the Metroplex.

Our **front load** services are available for trash and recycling. We offer a wide range of container sizes and configurations to best suit the needs of each customer. Recycled materials are brought to CWD's 100,000 sq. ft. Materials Recovery Facility.

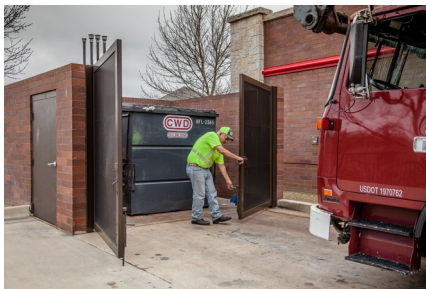


8 yard slotted container for cardboard



front load compactor

CWD provides 2, 3, 4, 6, and 8 cubic yard front load trash containers. Several different style 6 and 8 yard containers are available to recycle paper, cardboard, metal, aluminum, tin and plastics.



4-sided enclosure with gate



Front load container with casters and lock

Customers with gates, casters, or 4-sided enclosures incur an extra service charge per pickup.



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Since 1984

Commercial Services

We now offer 95 Gallon Cart Recycling services for small offices! The ease of use of our award winning commingled services is second to none. Just toss in your office recyclables including #1-7 except #6 (Styrofoam) and place at the curb for collection.



Yes! ¡Sí!

Place in clear-lined or unlined desktop receptacle.
Pon en el bote de reciclar con forro claro.



**Plastic Containers #1 - 5 & #7
(No Styrofoam)**
Recipientes de Plástico Número Uno
hasta Siete (No Poliestireno)



Aluminum, Steel & Tin Containers
Latas de Aluminio, Acero y Estaño



Glass Bottles & Containers
Botellas y Envases de Vidrio



Newspapers
Periódicos



**Corrugated Cardboard
& Boxboard**
Cajas de Cartón y Cartulina Gris



Mixed Paper
Papel Mixtro



No! ¡No!

Place in trash receptacle with black liner.
Pon en el bote de basura con forro negro.



Paper Towels, Facial & Toilet Tissue
Toallas de Papel, Papel de Seda
y Papel Higiénico



Wax-Coated Paper Drink Containers
Recipientes de Papel
Encerado para Bebidas



Plastic Bags & Packaging
Bolsas y Embalaje de
Plástico



Food & Wet Waste
Comida y Desperdicios
Húmedos



Paper, Plastic & Styrofoam Serving Items
Platos, Tazas y Utensilios
de Servir de Papel, Poliestireno y Plástico



Grass Clippings
Recortes de Césped



Shredded Paper
Papel en Trizas

More "No" Materials: Ceramics, Dishes, Coffee Mugs, Drinking Glasses,
Lightbulbs, Pyrex, Flammable, Toxic, Hazardous, Medical Waste and Syringes

Mas "No" Materiales: Cerámica, Platos, Tazas de Café, Vidrios de
Consumición, Bombillas, Pyrex, Ninguna Basura Inflamable, Tóxica,
Peligrosa, Médica y Jeringuillas



Commercial Services

Equally important for many of our commercial and/or industrial customers is our wide range of **roll-off containers**: Stationary compactors with receiving containers, self-contained compactors, and 20, 30, and 40 yard open tops. We can custom fit equipment to maximize the efficiency of the customer's available space. Roll-off services can be utilized for either trash or recycling.



*Roll off compactors
20-40 yards*



*35 yard trash & recycle
compactors in dock area*



Hydraulic cart dumper

Where contractor determines that hauling an individual roll off container will cause the gross vehicle weight to exceed maximum license limits as approved by the State of Texas, Contractor shall give notice to the Customer and adjust size of container and/or frequency or service to achieve compliance with GVW limits. For all GVW pounds in excess of 54,000, Contractor may charge the customer two and one half (2.5) times the standard disposal fee.

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Commercial Services

CWD's sales team will personally begin visiting commercial customers in order to prepare them for a smooth transition from their existing hauler to CWD, and to ascertain the proper size of container along with the correct service frequency so that there is no interruption to their service.



List of Recently Disposed and Pending Litigation

CWD does not have any significant material litigation that is pending, been settled, or disposed of within the past five (5) years. There has been no mediation, or alternate dispute resolution in connection with solid waste collection or recycling services within the past five (5) years.

History of Regulatory Compliance

There are no current or pending administrative orders against CWD by any federal, state, or local law enforcement agency. CWD has not been cited, punished or reprimanded, settled or disposed, any violations within the past three (3) years.



Safety Department Overview

Community Waste Disposal's Safety Department has a detailed safety and driving program. The program consists of:

- Written Statement of Safety Policy
- Mandatory Monthly Safety Meetings Covering a Variety of Topics
- Written Accident Policy
- Written Safety Compliance Programs (OSHA and DOT)
- Hiring Policy
- Employee Orientation Outline
- Driver Training Outline
- Driver Safety Policy TOC
- SmartDrive Vehicle Safety/Camera System
- Smith System Defensive Driving Course
- CWD Commercial Trash and Recycling Guidelines

Please see the following pages for more information.



DRIVER SAFETY POLICY

The purpose of this policy is to maximize driver safety and prevent incidents involving the operation of company vehicles. This policy applies to all CWD employees who may operate a company-owned, personal, or rental vehicle for CWD business.

Table of Contents	
1) Distracted Driving Summary	Page 3
2) Cellphone & Other Electronic Device Policy Summary	Page 3
3) Defensive Driving Techniques/Smith System Overview	Page 3-5
4) Use of U-Turns	Page 5
5) Accident/Injury Reporting Procedures	Page 5-7
6) Container/Load Securement Procedures	Page 7
7) Pre-Trip/Post-Trip Procedures	Page 8-9
8) License/MVR Requirements	Page 10
9) Drug & Alcohol Policy Summary	Page 10-11
10) Rules for Operating CWD Vehicles and Equipment	Page 11-12
11) Dress Code Summary	Page 12-13
12) Scavenging Policy Summary	Page 13
13) Landfill Procedures Summary	Page 13
14) CNG/Diesel Fueling Procedures Summary	Page 14
15) SmartDrive Policy Summary	Page 15
16) DOT Hours of Service/Record of Duty Status Summary	Page 15
17) Vehicle Fire Procedures	Page 15-16
18) Rear Load Helper and Rear Steps Safety	Page 16

ACKNOWLEDGE RECEIPT OF POLICY AND ACCEPTANCE OF POLICY

I, _____ (employee name printed) acknowledge I've received a copy of CWD's Driver Safety Policy and agree to abide by the rules and procedures set forth in this policy. I further acknowledge and accept the fees I may be charged for not properly strapping roll off containers (page 7) and dumping at the wrong landfill (page 13).

Employee Signature: _____ Date: _____

1



The following is a guideline of Monthly Safety Meeting Topics. Please note that topics will be adjusted as warranted by trends or prevalent issues.



Monthly Safety Meeting Topics

January	Confined Space/Acc. Reporting/Safety Chains/Draining Air Tanks
February	Drug & Alcohol Abuse/ Cell Phone Use & Distracted Driving
March	Backing/Overhead Obstructions/Reporting Haz. Conditions (CYA)
April	LOTO/Vehicle Inspections/T-MRF & Prohibited Items Training
May	Fire Extinguishers/Fire Safety/Heat Stress/Hot Loads
June	Hazard Com/Emergency Action Plan/Annual vacation
July	Smith System Overview/Fall Protection
August	Back to School Safety/Truck Fires/CNG Fueling Proc./Welding
September	Storm Water/Spill Prevention/Spill Reporting & Procedures
October	Pre-Trip/Post Trip Inspections/DVIRs/Fork Lift & PIT
November	Accident Reporting/MVAs/Workplace Violence
December	Winter Driving Techniques/Cold Stresses & PPE

This list is only an outline. Any additional issues that come up or any safety concerns, motor vehicle accidents, personal injuries, etc are also added as topics for the next scheduled meeting.

P:\Safety\Compliance\Compliance letters-notices-responses-bids\Bid Book Files\Monthly Safety Meeting Topics Bid Book.doc



COMMUNITY WASTE DISPOSAL, L.P.

Since 1984

Section	Subject	Date	Pages
SAFETY & AWARDS	ACCIDENT POLICY	Revision 2	1 OF 2

Greg A. Roemer

General Manager

POLICY:

All reports of accident damage, personal injury, property damage, reckless driving/conduct, citations or other safety related reports, claims, or inquires involving CWD vehicles or employees will be handled through the CWD Safety Department.

PURPOSE:

To centralize control and follow established specific guidelines for handling accident/injury claims.

PROCEDURE:

All calls concerning accident or injury claims, incidents involving property damage, reckless driving/conduct complaints, or other safety related matters will be directed immediately to the designated personnel. They will assign an accident file number and complete the CWD Accident First Report Form and forward it to the Safety Manager.

The Safety Manager will investigate accident/incident reports and when possible personally investigate the accident/incident scene, contact the CWD employee, talk to any witnesses, take photographs, and obtain copies of police reports when needed. Reckless Driving complaints and citations will be forwarded to the employees' manager for investigation.

On or before the 2nd Wednesday of each month the Safety Manager will prepare each accident/incident file to present to the Accident Review Committee (ARC). The Accident Review Committee will consist of the General Manager, affected employee's Manager and the Safety Manager. Other members may compose or substitute for ARC members when needed with approval of the General Manager. The Safety Manager will describe to the fullest degree possible the events and causes which led to the accident/incident. Managers of employees with Reckless Driving complaints and/or citations will present their investigative report. The ARC will consider all facts before rendering a decision of Preventable, Non-Preventable, Preventable Not-Charged, or Complaint. The ARC will review the employees past driving/accident history and administer the appropriate disciplinary action including appropriate administration/investigative fees.



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COMMUNITY WASTE DISPOSAL, L.P.

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Section	Subject	Date	Pages
SAFETY & AWARDS	ACCIDENT POLICY	Revision 2	2 OF 2

If this is the 3rd or 4th accident involving the employee and the Safety Manager's investigation concludes that the Accident Review Committee would likely rule the accident preventable or the accident/incident investigation shows excessive negligence or severity, the Safety Manager will call an Emergency Accident Review Committee meeting (EARC). The same member criteria will apply in the EARC as in the ARC. The EARC meeting should be concluded within three working days of the accident/incident or as soon as possible.

If approved by the ARC or EARC the employee may elect to "buy out" any monetary losses associated with the accident/incident, injury claim or personally complete the repairs themselves. (The Safety Manager will submit a loss estimate pending receipt of the actual claim). If the employee elects to personally complete the repairs themselves, then the Safety Manager must ensure that the repairs have been done to the satisfaction of the complainant. If the employee elects to "buy out" the accident/incident or injury loss, then the employee must complete the CWD Accident Buy Out Form. The ARC or EARC will determine the final buy out amount and weekly buy out rate amount. Based on severity or negligence, the ARC or EARC may require an employee to "buy out" a partial or total damage/claim monetary loss amount. The final amounts and/or conditions of the buy out will be set by the ARC or EARC. The Safety Department will maintain a recommended buy out chart which must be approved by the General Manager or President of CWD.

Right of Appeal:

Employees found to have had a preventable accident/injury by the ARC or EARC may appeal the committee decision by submitting a written request for appeal within five working days of the preventable notification by the Safety Manager. Appeals will be granted only if there is new information or evidence not available during the original investigation. Appeals that are granted will be presented to the same ARC or EARC and will be heard on or before the next scheduled ARC. Employees on suspension or who were terminated will not have the suspension or termination deferred during the appeal process. If the committee reverses its original decision, any lost safety award money due will be paid on the next safety award payment period. No compensation will be given for lost time arising as the result of ARC or EARC reversal.

Normal Disciplinary Action: 12-month period

1 st Preventable Accident/Injury-	Verbal Warning
2 nd Preventable Accident/Injury-	Written Warning
3 rd Preventable Accident/Injury-	3-day Suspension without pay
4 th Preventable Accident/Injury-	Immediate Termination

This does not preclude certain infractions from being severe or negligent enough to eliminate preliminary steps, or even result in discharge after the first offense.





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Community Waste Disposal, L.P. Health & Safety Compliance Programs

Table of Contents

- 01) Confined Space Entry Program**
- 02) Contactor & Visitor Safety Program**
- 03) Emergency Action Plan**
- 04) Emergency Spill Response**
- 05) Exposure Control Program – Blood-borne Pathogens**
- 06) Fall Protection and Walking/Working Surfaces Program**
- 07) Fire Prevention and Protection Program**
- 08) Flammable and Combustible Liquids Program**
- 09) Hazard Communication Program**
- 10) Heat Stress & Cold Stress Prevention Program**
- 11) Lockout/Tag out Program**
- 12) Personal Protective Equipment Program**
- 13) Powered Industrial Truck Program**
- 14) Welding, Brazing, Cutting, and Compressed Gas Guidelines**

COMMUNITY WASTE DISPOSAL, L.P.

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Section	Subject	Date	Pages
EMPLOYEE <i>Hiring, Compensation, Other</i>	HIRING POLICY	REVISION 7	1 OF 4

Greg Roemer – President

Jason Roemer – Vice President

The Personnel Manager or his designee will be responsible for approving the hiring of all operation employees. He will review applications, and along with system managers, conduct interviews of applicants to verify that they meet all the qualifications of the position. The Personnel Manager or his designee will schedule appointments for physicals, drug screen tests, employment verifications, and obtain driving records of approved applicants. All operation new hires must meet one of the following criteria.

TRUCK DRIVERS - are permitted to drive refuse/recycle and support vehicles on company business.
(Not authorized to drive CWD vehicles for personal use.)

1. Minimum age: 23- for drivers of vehicles 26,001 lbs. and over gross vehicle weight.
21- for drivers of vehicles 26,000 lbs. and under gross vehicle weight.
2. Have a valid unrestricted Texas Commercial Driver's License Class A or B for vehicles 26,001 lbs. and over gross vehicle weight. Have a valid Commercial Driver's License Class A, B, or Class C Driver's License for vehicles 26,000 lbs. and under gross vehicle weight.
3. Is able to pass a DOT physical examination.
4. Is able to pass a DOT pre-employment drug screen test.
5. Is able to pass a vehicle road test.
6. Must have 1 year verifiable CDL truck driving experience within the past 5 years, have graduated from an accredited truck driving school for drivers of vehicles 26,001 lbs. and over gross vehicle weight, or demonstrate a combination of experience and skills and successfully complete a CWD approved Alternative Driver Qualification Program.
7. Have no more than 3 moving violations within the past 3 years.
8. Have no more than 2 accidents within the past 3 years.
9. Must not have had a DWI conviction within the past 5 years.
10. Successfully pass a motor vehicle record check.

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COMMUNITY WASTE DISPOSAL, L.P.

Since 1984

Section	Subject	Date	Pages
EMPLOYEE <i>Hiring, Compensation, Other</i>	HIRING POLICY	REVISION 7	2 OF 4

TRUCK SHOP MECHANICS CLASS "A": are permitted to drive support vehicles on company business with valid driver's license. Operations vehicles are only to be driven to or from breakdown sites, or to delivery or pick up sites, and only with appropriate required license. This category does not permit the operation of a refuse vehicle for its intended purpose i.e: running routes, delivering containers, etc. The only exception would be operating a vehicle on CWD owned or leased property.

1. Minimum age: 23
2. Must have own hand tools.
3. Minimum three years truck repair experience.
4. Is able to pass a physical examination.
5. Is able to pass a pre-employment drug screen test.
6. Have a valid unrestricted Texas Commercial Driver's License Class A or B for vehicles 26,001 lbs. and over gross vehicle weight. Have a valid Commercial Driver's License Class A, B, or Class C Driver's License for vehicles 26,000 lbs. and under gross vehicle weight.
7. Must have no more than 3 moving violations within the past 3 years.
8. Have no more than 2 accidents within the past 3 years.
9. Must not have had a DWI conviction within the past 5 years.
10. Successfully pass a motor vehicle record check.

TRUCK SHOP MECHANICS CLASS "B": are permitted to drive support vehicles on company business with valid driver's license. Operations vehicles are only to be driven to or from breakdown sites, or to delivery or pick up sites, and only with appropriate required license. This category does not permit the operation of a refuse vehicle for its intended purpose i.e.: running routes, delivering containers, etc. The only exception would be operating a vehicle on CWD owned or leased property.

1. Minimum age: 21
2. Must have own hand tools.
3. One to three years truck repair experience.

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COMMUNITY WASTE DISPOSAL, L.P. <i>Since 1984</i>			
Section	Subject	Date	Pages
EMPLOYEE <i>Hiring, Compensation, Other</i>	HIRING POLICY	REVISION 7	3 OF 4
4. Is able to pass a physical examination. 5. Is able to pass a pre-employment drug screen test. 6. Have a valid unrestricted Texas Commercial Driver's License Class A or B for vehicles 26,001 lbs. and over gross vehicle weight. Have a valid Commercial Driver's License Class A, B, or Class C Driver's License for vehicles 26,000 lbs. and under gross vehicle weight. 7. Must have no more than 3 moving violations within the past 3 years. 8. Must have no more than 2 accidents within the past 3 years. 9. Must not have had a DWI conviction within the past 5 years. 10. Successfully pass a motor vehicle record check. TRUCK SHOP MECHANIC CLASS "C", OTHER SHOP EMPLOYEES, MRF (PLANT), & CONTAINER SHOP EMPLOYEE: are permitted to drive support vehicles on company business only with valid Class C or above license. They are not permitted to drive operations vehicles. The only exception would be operating a vehicle on CWD owned or leased property. 1. Minimum age: 21 2. Is able to pass a physical examination. 3. Is able to pass a pre-employment drug screen test. If a valid license is required for the employee's position, then the following will also apply: 1. Must have no more than 3 moving violations within the past 3 years. 2. Must have no more than 2 accidents within the past 3 years. 3. Must not have had a DWI conviction within the past 5 years. 4. Successfully pass a motor vehicle record check. Respective Managers/Supervisors may conduct interviews and give road tests to an applicant that qualifies for an open position in their system. The Personnel Manager will verify that the applicant meets the above guidelines before that employee is presented with a conditional job offer.			

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COMMUNITY WASTE DISPOSAL, L.P. <i>Since 1984</i>			
Section	Subject	Date	Pages
EMPLOYEE <i>Hiring, Compensation, Other</i>	HIRING POLICY	REVISION 7	4 OF 4

The following items must be completed before an applicant is hired:

1. Completed Employment Application.
2. Copy of Driver's License/ID card or birth certificate, and social security card.
3. Completed physical examination documents.
4. Drug test results.
5. Background check results (if required).

Employees will not receive their first paycheck until the following items are complete and turned over to the main office to become a part of the employee's permanent file:

1. Completed I-9 form.
2. Completed W-4 form.
3. Signed Pre-employment Conditions form.
4. Profit Sharing document completed.

EMPLOYEE POSITIONS THAT REQUIRE A VALID DRIVER'S LICENSE

Employees must maintain a clear and valid driver's license at all times. The employee's driving record must contentiously meet or exceed the minimum standards as describe in the hiring requirements.

The President, Vice President, or General Manager of CWD must approve any exceptions to the above policy prior to employment.

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Orientation Table of Contents

1. Blood-Borne Pathogens
2. Lock Out/Tag Out & Electrical Safety
3. CWD Drug & Alcohol Policy
4. Personal Protective Equipment (PPE)
5. CWD/DOT Vehicle Inspection Requirements
6. Accident Procedures
7. Landfill/Transfer Station Procedures
8. DOT Logging and Mandatory Break Requirements
9. Heat Stresses
10. Fire Safety
11. Cell Phone Policy
12. CNG Fueling/Emergency Stop Procedures
13. SW3P, SPCC, & Spill Cleanup Procedures
14. Hazard Comm. & Employee Right To Know
15. Workplace Violence
16. CWD Attendance/Time Away From Work Policy
17. CWD Employee Handbook
18. Smith System Defensive Driving

Employee/Driver Training Program

All new drivers attend a one-day orientation that includes a broad overview of company policies and procedures, applicable OSHA/DOT laws, and defensive driving techniques (Smith System). After this, new drivers are instructed by managers/supervisors, shop personnel, and the safety department on the basic operation and maintenance/care of vehicles. Next, new drivers ride with senior drivers for several days to see what the daily job is like, its hazards, and what is expected of the position. The new driver then switches roles and drives the vehicle with a manager/supervisor/trainer riding with them. The supervisor discusses with the new driver what they have learned up to that point, answer any questions they may have, and provide any necessary coaching or further instruction and continue to evaluate the driver's performance and operation of the vehicle/equipment.

Once the new driver has demonstrated they have sufficient knowledge and skill to safely and effectively operate the vehicle and equipment, the manager/supervisor/trainer completes a solo authorization form allowing the new driver to drive by themselves. The new driver is then slowly given larger portions of routes until they are safely and effectively completing an entire route or assignment on their own. A manager/supervisor then completes two additional route observations with the driver within 60 days of hire and an additional route observation in response to any complaints or incidents or as necessary.

SmartDrive and Third Eye Systems

Community Waste Disposal has been installing driver safety/telematics solutions in our residential and commercial fleet vehicles for the past several years. With approximately 180 units operational, these units are installed across nearly our entire fleet. All new vehicles purchased also have these units installed before being placed into operation.

CWD has installed a combination of SmartDrive and Third Eye systems that utilize a combination of video footage, driver intelligence, and personalized performance profiles to provide a comprehensive view of risky driver behavior. This then gives CWD the ability to correct driver training weaknesses to help make our drivers safer and more efficient. The SmartDrive system consists of a driver-facing and forward-facing camera setup and the Third Eye system consists of driver-facing, forward-facing, and multiple other outside cameras. Both systems also include breadcrumb GPS tracking and service verification capabilities. These driver safety and telematic solutions have been effective in exonerating not-at-fault drivers and reducing the frequency, severity, and financial impacts of preventable collisions.



SmartDrive Safety™

Innovation in driver safety reduces collisions and brings drivers home safely

Proven to reduce collision frequency by up to 50%



Fleets and drivers have a tough job on the road. Balancing strict government safety requirements and collision avoidance is not only challenging but can drain financial resources and increase operating costs.

SmartDrive Safety™ is a safe driving performance program that enables fleets to reduce the frequency, severity, and financial impact of collisions. With the combination of video, driving intelligence and personalized performance profiles, SmartDrive Safety provides fleets a comprehensive view of risky driving behavior, giving them the right tools to decrease preventable collisions and exonerate not-at-fault drivers --- all through an easy to use managed service.

When collisions do occur, SmartDrive gives fleets, safety managers and drivers a true understanding of what really happens on the road, which helps determine causality, exonerates not-at-fault drivers, reduces liability and minimizes fraud. This information helps professional drivers receive constructive feedback to help them operate their vehicles as safely and efficiently as possible.

Reduces collision frequency up to 50%

- Decreases liability, physical damage, workers' comp
- Improves claims accuracy and speeds resolution

Protects drivers

- Improves driver safety and security
- Exonerates not-at-fault drivers

Decreases operational cost of fleet management

- Reduces maintenance expense
- Conserves fuel through safer, greener driving

Prevention is real and proven.

Research has shown that for every 300 unsafe acts, there will be 29 minor collisions and one major collision. The key to eliminating major collisions is tackling the unsafe behaviors.

Reduces collision frequency by up to 50%

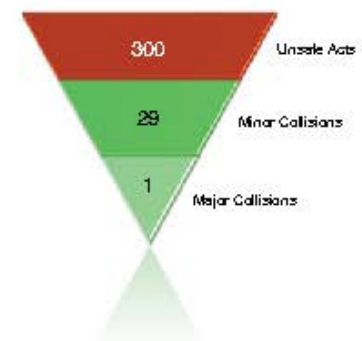
- Decreases liability, physical damage and workers' comp
- Improves claims accuracy and speeds resolution

Protects drivers

- Improves driver safety and security
- Exonerates not-at-fault drivers

Decreases operational cost

- Reduces maintenance expense
- Conserves fuel through safer, eco driving



SmartDrive gives you complete insight into what happens on the road.

As a fully-managed service, SmartDrive gives fleet and safety managers a comprehensive performance program, arming them with actionable driving intelligence and easy-to-use tools necessary to respond to driver safety concerns in minutes.



We Record SmartDrive SmartRecorder™

The **SmartRecorder System** is an innovative event recording system, capturing comprehensive vehicle data from risky driving behaviors. The SmartRecorder is triggered by a three-axis accelerometer that measures sudden movements such as swerving and hard braking, and by a speed sensor that determines when a driver exceeds a safe speed. Recorded data includes video before and after the triggered event, plus audio, location, speed, acceleration, and engine data through the Engine Control Unit.



We Review & Recommend SmartDrive Expert Review™

The **SmartDrive Expert Review** is a 70+ point quality safety review conducted by a highly trained staff of SmartDrive safety analysts. The analysis combines objective observations such as seat belt use, cell phone use and obeying traffic laws, with common defensive driving strategies like keeping a safe following distance and scanning the driving environment. Individual events are scored based on specific observations and categorized by severity, making it easy for fleet managers and supervisors to prioritize their actions.

SmartRecorder 3 System

The most advanced vehicle event recorder.

Two-way video: 120° forward and 160° cab views.

GPS locating, speed from both GPS and engine

Multiple accelerometers

ECU connection: SmartDrive supports industry standard heavy- and light-duty J1939, J1708 and OBD II interface protocols. Vehicle data includes speed, RPM, brake status, throttle position and more.

Instant Driver Feedback

LED lights alert drivers in real-time for better safety and fuel efficiency. Drivers continuously self-improve on the road.



SmartDrive Safety works through a four-stage continuous improvement process. This unique approach uses sophisticated driving data collection and predictive analytics to show fleet managers the best opportunity to train and reward drivers.



➔ **You Respond**
SmartDrive Response Center™

The **SmartDrive Response Center** makes it easy for fleet, risk and safety managers to respond with instant, online access to video clips, interactive reports and easy coaching tools through the SmartDrive Response Center – a fleet manager’s destination for what’s really happening on the road. Pinpointing problem areas and behaviors is easy with powerful filters and integrated maps. Managers can easily retrieve individual driver history and video events, resulting in objective and prescriptive coaching sessions.

➔ **and Reinforce**

Successful SmartDrive customers engage in continuous improvement, leveraging the easy-to-use tools and interactive reports in the SmartDrive Response Center to benchmark results over time. This makes it easy for managers to reinforce excellent driving behaviors and minimize the risks of collisions or other unwanted vehicle incidents. SmartDrive helps improve relationships between drivers and managers through reviewing driving with video, like ‘game films’ in sports, for accurate, confident coaching and faster learning.



Finally, a definitive picture of what actually happens.

SmartDrive is more effective than other driver safety programs at delivering sustained savings. Our focus is on providing easy-to-use driving intelligence, enabling quick assessment of what's really happening on the road to improve driving performance.



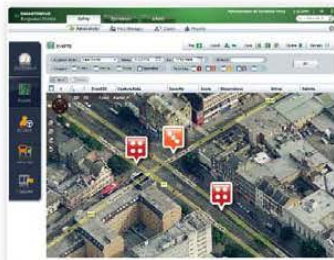
Capture video and much more

- Comprehensive forward and cab-facing video, before and after incident
- Accurate speed, location and vehicle telematics
- Advanced in-vehicle hardware and online customer portal



Get an accurate view of incident causality

- Reduces fraud and exonerates drivers when not at fault
- Objective and prescriptive information to hone driver performance



Feel confident with SmartDrive Expert Review

- We record and review your events, then deliver the results to the SmartDrive Response Center
- Events are scored and assigned a severity to quickly reveal your safety risks and the drivers who need assistance



See coaching opportunities quickly

- Email alerts notify supervisors and managers as critical behaviors are identified
- Simple, interactive dashboard and reports
- Advanced event filters and integrated maps to quickly pinpoint events
- Effective three-step coaching process

SmartDrive Safety Components:

SmartRecorder 3 System

- Exterior and cab-facing video, plus audio recording
- 280 degree field of view
- Accurate speed from engine computer
- Location with integrated GPS
- Dual accelerometers (three-axis maneuver detector and 96G crash sensor)
- Integrated nighttime illumination
- Integrated rechargeable backup battery (optional)

SmartDrive Expert Review™

- 70+ point safety review
- Events are reviewed, scored and prioritized

SmartDrive Response Center™

- Customer website for event review, coaching and management
- Powerful event filters and integrated maps
- Integrated SmartDrive Event Explorer for quick, easy viewing



SmartDrive Systems, Inc
9276 Scranton Road, Suite 500
San Diego, CA 92121
Phone: (858) 225-5550
Toll-free (866) 447-5650
Fax: (858) 638-1757
info@smartdrive.net

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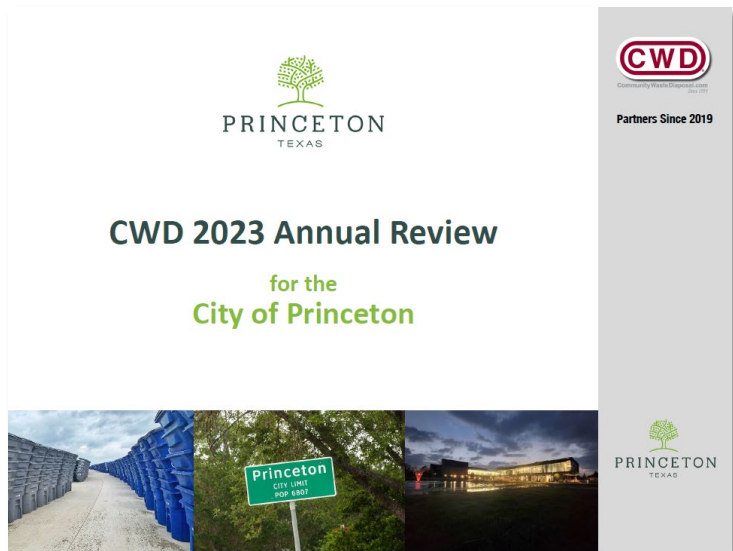
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Annual Reports

CWD conducts an annual presentation to each of the municipalities that we serve. This presentation provides a status update to the City Council and staff in regard to service inquiries, recycling tonnage, methodologies, and community relations programs implemented by CWD.



*Greg Roemer presenting
an Annual Report*



Example of Annual Report Information



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CWD's Award Winning Community Relations

CWD has had the largest Compressed Natural Gas (CNG) fleet in the Dallas/Fort Worth metroplex since 2012. This fleet will eliminate 225 metric tons of green house gas emissions annually. This is the equivalent of taking 370 vehicles off of North Texas roads each day! (This information provided by the National Renewable Energy Laboratory)



Sam Coleman, Deputy Regional Administrator for the EPA at Earth Day Dallas



CNG Rear Load servicing recycling in Corinth



CWD's Award Winning Community Relations

Being a locally owned company, CWD knows the value of a community. Community activities increase the total number of recyclables being diverted from local landfills. CWD is committed to educating residents and business customers on ways to recycle, including waste reduction and city cleanups. Our innovative recycling education programs have increased the amount of recycled materials between 15 – 20% per month in the cities we service. The following pages illustrate examples of CWD's community relations programs that may benefit your residents. CWD has received awards from several area recycling organizations.

Year	Association	Community Relations Award
2024	Little Elm Chamber of Commerce	Chamber Community Partner of the Year
2024	Greater Keller Chamber of Commerce	Business of the Year
2024	Trammel Crow and EarthX	Woofus Award
2024	Colleyville Chamber of Commerce	Finalist, Business Community Partner of the Year
2024	Princeton Chamber of Commerce	Finalist, Business of the Year
2023	Colleyville Chamber of Commerce	Business Community Partner of the Year
2023	Keller Chamber of Commerce	Finalist, Business of the Year
2023	Princeton Chamber of Commerce	Business Partner of the Year
2023	Allen-Fairview Chamber of Commerce	Finalist, Business of the Year
2023	Little Elm Chamber of Commerce	Finalist, Business of the Year
2022	Little Elm Chamber of Commerce	Finalist, Community Partner of the Year
2022	Servolution Network, Azle	Game Changer Award for Community Involvement
2022	Greater Keller Area Chamber of Commerce	Community Partner
2021	Azle Area Chamber of Commerce	Friends of the Chamber
2021	City of Farmers Branch	Sponsorship of Boards & Commissions
2021	Colleyville Lions Club	Annual Charity Events – Platinum Sponsor

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CWD's Award Winning Community Relations

Continued

Year	Association	Community Relations Award
2020	Allen-Fairview Chamber of Commerce	Community Partner of the Year
2020	Azle Chamber of Commerce	Finalist, Community Partner of the Year
2020	North America Household Hazardous Materials Management Association (NAHMMA)	Innovative HHW Programs and Events
2020	North Texas Corp Recycling Assoc	NTCRA Green3 Award for Superior Waste Minimization
2019	Allen-Fairview Chamber of Commerce	Community Partner of the Year
2019	North American Hazardous Materials Management Association (NAHMMA)	Outstanding Industry Partner
2018	Greater Keller Area Chamber of Commerce	First-ever Eagle Award Given to CWD Municipal Coordinator Robert Medigovich for Demonstrating Leadership, Strength, Safety
2018	Balch Springs Chamber of Commerce	Business of the Year: Community Involvement
2018	State of Texas Alliance for Recycling (STAR) – North Texas	Outstanding Sustainable Management Program
2017	Town of Little Elm Chamber	Finalist, Community Partner of the Year
2017	Greater Keller Area Chamber of Commerce	Finalist, Community Service
2017	Keep Little Elm Beautiful	Business Partner of the Year
2017	Keep Texas Beautiful	Green Programs Certificate of Merit
2016	Greater Keller Area Chamber of Commerce	Large Business of the Year
2016	Keep Texas Beautiful	Green Business Certificate of Merit
2016	Dallas Business Journal	12 th ranked Family Owned Business in the Metroplex



CWD's Award Winning Community Relations

Continued

Year	Association	Community Relations Award
2015	Keep America Beautiful	Community Improvement National Award for Recycling and Waste Minimization
2014	Keep Texas Beautiful	CWD and Dallas Earth Day – First Place, Civic Organization Award
2014	Keller Greater Area Chamber of Commerce	Community Leadership Award
2013	Ebby Halliday and Maurice Acers – Keep Texas Beautiful	Business/Industry Innovative Award
2013	Greater DFW Recycling Alliance Leadership Awards	Outstanding Recycling Partnership Award (in partnership with City of Azle, City of Forney, Town of Little Elm and City of Wylie)
2013	Allen-Fairview Chamber of Commerce	Chairman's Award
2012	Greater DFW Recycling Alliance Leadership Award	Outstanding Recycling Special Event – Earth Day Dallas
2011	Ebby Halliday and Maurice Acers – Keep Texas Beautiful	Business/Industry – First Place
2011	State of Texas Alliance for Recycling Leadership Award	Earth Day Dallas, Inc. & Community Waste Disposal – Outstanding Partnership
2011	North Texas Corporate Recycling Association Green Award	Environmental Leadership (Involvement in the Community through Partnerships)
2010	Keep Dallas Beautiful	EarthFest Environmental – Earth Day 40 th Anniversary
2009	Ebby Halliday – Keep Texas Beautiful	Business of the Year
2008	Greater Dallas Recycling Alliance	Business over 100 Employees
2008	Texas Alliance for Recycling	Environmental Leadership (in partnership with the City of Allen)
2008	North Texas Corporate Recycling Association	Community Volunteer – Business over 100 Employees, Green3 Competition
2006	Ebby Halliday – Keep Texas Beautiful	Business of the Year
2001-2007	North Texas Recycling	Best Recycling Education Programs in the area
1998-2000	Ebby Halliday – Keep Texas Beautiful	Business of the Year

CWD's Award Winning Community Relations



JB Sweeney, left, and Robert Medigovich, right, pictured with Texas State Representative Richard Hayes, accept the award.



The Little Elm Chamber of Commerce recognized Community Waste Disposal as Chamber Partner of the Year. The Chamber Awards banquet was held February 6, 2024.

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CWD's Award Winning Community Relations



The Little Elm Chamber of Commerce recognized Community Waste Disposal as a Chamber Partner of the Year Finalist. The Chamber Awards banquet was held January 24, 2023.



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CWD's Award Winning Community Relations



The Servolution Network recognized Community Waste Disposal as a “Game Changer” during the Love Your City Gala, October 22, 2022. The Servolution Network’s mission is to build an alliance between churches, business, governments, and others to meet the needs of the community.



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CWD's Award Winning Community Relations



The Azle Area Chamber of Commerce recognized Community Waste Disposal as a Friend of The Chamber in December 2021. This award was given in grateful appreciation of CWD's loyalty, dedication, and service rendered to the Azle Area Chamber of Commerce.



CWD's Award Winning Community Relations



The City of Farmers Branch recognized Community Waste Disposal for our in-kind donation and sponsorship of Boards & Commissions. December 2021.

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CWD's Award Winning Community Relations



thank you.



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The Allen-Fairview Chamber recognized Community Waste Disposal as the winner of the Community Partner Award for 2019. This award was granted by the Awards Committee from nominations, and is given in recognition of corporate generosity of time, talent, in-kind and financial contributions.



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Since 1984

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CWD's Award Winning Community Relations



Victoria Hodge, NAHMMMA President, presents Community Waste Disposal with an Outstanding Industry Partner Award for 2019. Accepting the award is CWD Municipal Coordinator, Robert Medigovich.



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CWD's Award Winning Community Relations



Left: The Balch Springs Chamber of Commerce recognized CWD as 2018 Business of the Year for Community Involvement

Right: The Greater Keller Chamber of Commerce awarded CWD's Robert Medigovich its first-ever Eagle Award, given for demonstrating leadership, strength, and safety.



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CWD's Award Winning Community Relations



Town of Little Elm, serviced by CWD, was awarded the Rachael Green Sustainability Leadership Award by the State of Texas Alliance for Recycling (STAR).



North American Hazardous Materials Management Association (NAHMMA) recognized Community Waste Disposal for our innovative "X-treme Green Event" and Curbside Household Hazardous and Used Electronic Collection programs.

The following cities actively participate in these programs through CWD: City of Azle, City of Corinth, City of Farmersville, City of Forney, City of Wylie, Town of Addison and Town of Little Elm.



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CWD's Award Winning Community Relations



Town of Little Elm and Little Elm ISD distinguished itself for its outstanding community work on the "Going Green" Program, which targeted students and the community to increase recycling.

Keep America Beautiful 2015

Town of Little Elm was honored by Keep Texas Beautiful for their outstanding residential waste program at the 2015 Keep Texas Beautiful conference.



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CWD's Award Winning Community Relations



CWD's Greg Roemer and Steve Polasek of the City of Keller receiving Recognition from the North Texas Corporate Recycling Association



CWD was awarded the 2014 Community Leadership Award by the Greater Keller Chamber of Commerce.

Rudy Martinez, President and CEO, Greater Keller Chamber of Commerce, presenting award to CWD Staff.



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CWD's Award Winning Community Relations



*City of Keller Staff members,
Donna Brenham and Elizabeth
Gergely receiving the North
Texas Recycling Association for
Best Compost Program.*



*CWD won the 2015 Keep America
Beautiful Community Improvement
National Award for Recycling and Waste
Minimization*

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CWD's Award Winning Community Relations



CWD won the 2013 Chairman's Award from the Allen/Fairview Chamber of Commerce. CWD has been servicing the residents of Allen since 1997. CWD's environmental programs helped Allen residents and businesses divert over 11,000 tons per year of recyclables from the landfill resulting in a savings of \$464,478 in disposal cost.



CWD won the Ebby Halliday & Maurice Acres Business/Industry Award Innovation Award 2013.

Keep Texas Beautiful awarded CWD this State honor for our commitment to a better environment for future Texans. CWD's "Clean Air For The Future" and "Extreme Green Event" will allow improve the air quality in the Dallas-Forth Worth Area. CWD has purchased 8 Compressed Natural Gas Vehicles, and these environmentally friendly clean air vehicles will reduce nitrogen oxides by 50% and particulate matter emission s by 90-95%.



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CWD's Award Winning Community Relations

CWD's Robert Medigovich and Earth Day Dallas Manager, Tim Taylor receiving the Keep Texas Beautiful Award for Best Environmental Event. CWD and Earth Day Dallas partnered to make the annual event in Dallas the "Largest Earth Day Event" in Texas a "Green Event"



CWD's Robert Medigovich, and Greg Roemer, President, receiving the North Texas Recycling Association award from Sam Bates, for an outstanding Internal Recycling program.

CWD's Robert Medigovich received the Ebby Halliday/Maurice Acer Business and Industry Award from Keep Texas Beautiful



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CWD's Award Winning Community Relations



Larry Hagman aka J.R. Ewing from the television show Dallas” and Major Nelson from “I Dream of Jeannie” doing his part and recycling at the largest Earth Day Event in the 40 year history.



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CWD's Award Winning Community Relations



CWD has worked with Earth Day Dallas, now called EarthX, since 2011 helping to make the Largest Earth Day Event in Texas a "Green Event."



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CWD's Award Winning Community Relations



CWD receiving award for environmental programs from "Keep Texas Beautiful" and Ebby Halliday



Town of Little Elm receiving Outstanding Youth in Public Education award from Greater DFW Recycling Council



CWD and City of Dallas staff educating Dallas residents at community event



Mayor Laura Miller at Earth Day Event



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CWD's Award Winning Community Relations



CWD receiving State of Texas Alliance for Recycling award – “Outstanding Recycling Partnership”



Mayor of Allen, Steve Terrell and President of CWD, Greg Roemer, receiving the Texas Corporate Recycling Council Award for Community Relations.



Robert Medigovich receiving the Recycling Alliance of Texas 2006 Environmental Excellence Award for Community Relations



Chamber of Commerce President Emily Mitchel and Steve Mathews awarding CWD Business of the Year in 2005.



Educational Recycling Vehicles

Many municipalities contemplate how to convey a daily recycling message to its residents. CWD has answered this question with “wrapped” recycling vehicles that can increase recycling tonnage by local communities.

CWD has partnered with municipalities to “deco-wrapped” ASL recycling vehicles. These trucks are used daily, acting as a reminder for all residents to participate in the local recycling program. This educational medium has increased recycling tonnage by 15%.



The educational recycling message is on both sides of this vehicle

CWD is excited to initiate and educate with diverse tools that aid cities in their recycling programs. CWD recently revealed the newest additions to our Community Relations and Awareness efforts in the cities of Allen and Azle: **Green**-themed recycling collection vehicles. Colorful cartoon characters engage even the youngest residents, encouraging everyone to do their part for the planet.



The city of Azle utilizes the new URV3 rear load recycle truck



Donna Kliewer, recycling coordinator for the City of Allen

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*CWD making 2014 Taste of Keller
a "Green" Event*



*CWD making Old Town Keller's
Crawfish Krawl
a "Green" Event*



*CWD making Keller Rock the
Park a "Green" Event*



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CWD's Award Winning Community Relations



Wrapped vehicle at Town of Little Elm event



*CWD making Allen USA Celebration the largest
Zero Waste Event in North Texas*



Earthfest 2010



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CWD's Award Winning Community Relations



CWD participating in the 40th celebration of Earthfest



CWD-sponsored "dunking cage" at Town of Little Elm's autumn festival.



CWD Participates in Euless Annual Community Christmas Parade



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CWD staff participating in the Adopt a Highway program in Allen



CWD participates in Homecoming Parade



CWD staff working with Northern Lights community to benefit Allen Community Outreach.



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CWD's Award Winning Community Relations *Texas Recycling Day Events*



*CWD partners with communities on Texas
Recycling Day Events*



*Residents recycling at
Texas Recycling Day event.*



*KAB board member loads recyclables
at Recycling Day event.*



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CWD's Award Winning Community Relations



Residents happy about CWD servicing their community!



Recycling vehicle in nighttime holiday parade



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CWD's Award Winning Community Relations

Signage

CWD takes communication to a new level with holiday sign placement for residents. Signage is placed throughout each city outlining the temporary service schedule. This, in addition to newspaper ads and billing inserts, assures the cities that holiday service schedules are communicated consistently and effectively; one more medium that enables CWD to become part of the community.



CWD personnel placing sign at a high visibility intersection.



Notice posted at residential intersection.



Community Entrances Are Included



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CWD's Award Winning Community Relations

Partnering with all the municipalities we serve, CWD launched a "Katrina" Recycling Program in October of 2005. For the entire month of October, 2005, CWD donated 10 dollars per ton of recyclable materials collected to the American Red Cross to benefit the victims of hurricane Katrina. To publicize the event, CWD advertised in *The Dallas Morning News* and local suburban newspapers, and also transmitted public service announcements over local radio stations.

The recycling results were astonishing! The City of Dallas and other municipalities to which we provide recycling services increased their recycling 15% more than the previous month's volume, and the increase in public awareness further increased recycling tonnage over the following three months.

**October is
Recycling for
Katrina Relief
Month in
DALLAS**

You can help the
Hurricane Katrina evacuees by
recycling more at the curb!



During October 2005, for every ton of materials recycled
in your city's curbside recycling program,
Community Waste Disposal will donate
\$10 to the American Red Cross.



Recycle More so the American
Red Cross can **Help More!**

For more information, call CWD at 972.392.9300 ext. 228.



Dallas Morning News Katrina relief advertisement, September, 2005.

Greg Roemer, President of CWD, presenting a check in the amount of \$21,465 to Cheryl-Sutterfield Jones, Dallas area director of American Red Cross.



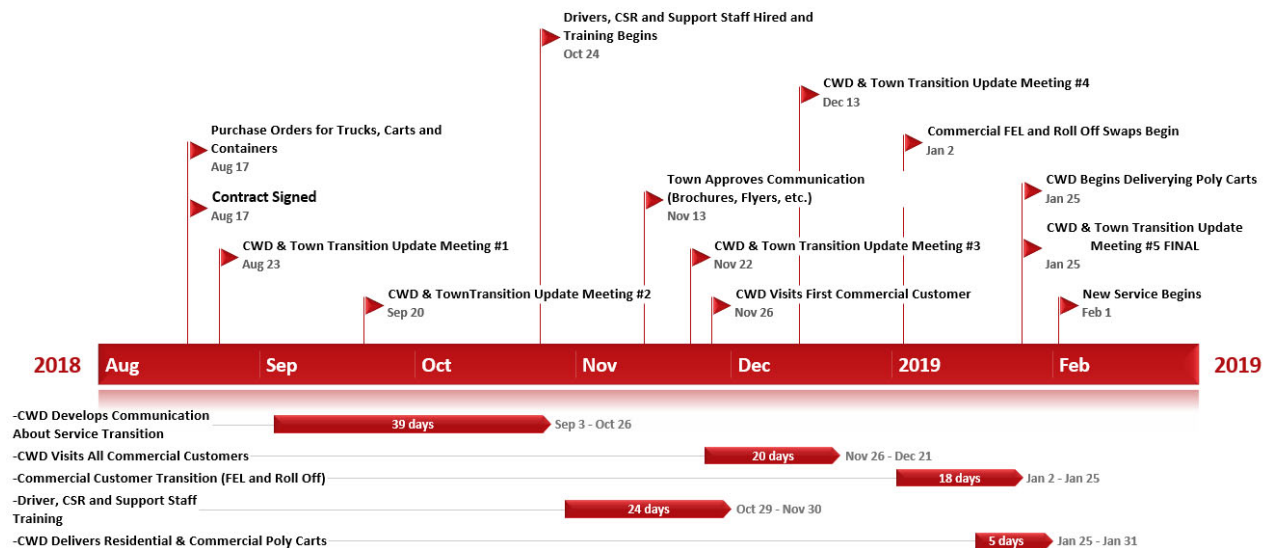
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A successful transition begins with good communication. Each city has different needs; therefore, no two plans are exactly alike. CWD management understands this and will customize a plan just for you.

This will begin by us assembling a team of City and CWD personnel. At the first meeting we will learn more about your town and perhaps submit a Possible Transition Summary.

The following timeline is an example of the Prosper, Texas plan which had a service start date of Feb 1:



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Startup Campaigns

Aug 17 Sign Contract

Aug 17 Purchase Orders for Trucks, Carts, Containers



*Brand New Trucks
(3 ASL and 1 Front Load)*

Aug 23 Meet with City Staff – Transition Mtg #1

Sep 20 Meet with City Staff – Transition Mtg #2



*192 Front Load Dumpsters
Staged and Ready for Delivery*

Oct 24 Begin Personnel Training

Nov 22 Meet with City Staff – Transition Mtg #3



*CWD Management Conducting
Classroom Instruction*



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Startup Campaigns

Nov 26 Begin Visits to All Commercial Accounts



Introduction Letters from the Town Delivered to Businesses

Dec 13 Meet with City Staff – Transition Mtg #4

Jan 2 Begin Swaps for Comm FEL and Roll Offs



16,000 95-Gallon New Trash and Recycling Carts staged in Town

Jan 25 Begin Delivery of Residential Carts and Instructions

Jan 25 Meet with City Staff – Final Transition Mtg



Residential Carts and Service Instructions Delivered by CWD

Feb 1 Start Service



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Startup Campaigns

In recent years, CWD staff have successfully implemented services in several municipalities.

Most recently:

City	Start Date	Previous Vendor
Nevada	May 2024	CARDS
Southlake	October 2023	Republic Services
Pantego	September 2023	Republic Services
Dalworthington Gardens	September 2023	Republic Services
Lucas	October 2022	Barnes Waste
Glenn Heights	June 2022	Waste Management
Melissa	October 2020	Waste Connections
Frisco West	January 2020	Republic Services
Princeton	June 2019	Waste Connections
Sachse	April 2019	Republic Services
Prosper	February 2019	Waste Connections
Red Oak	January 2019	Waste Connections
McLendon-Chisholm	January 2019	Waste Connections
Ovilla	December 2018	Waste Connections
Colleyville	November 2017	Waste Connections
Castle Hills	October 2017	Waste Management
Farmers Branch	April 2016	Waste Management
Lancaster	February 2016	Allied/Republic
Addison	November 2015	Waste Management
Lavon	June 2014	Progressive (IESI)

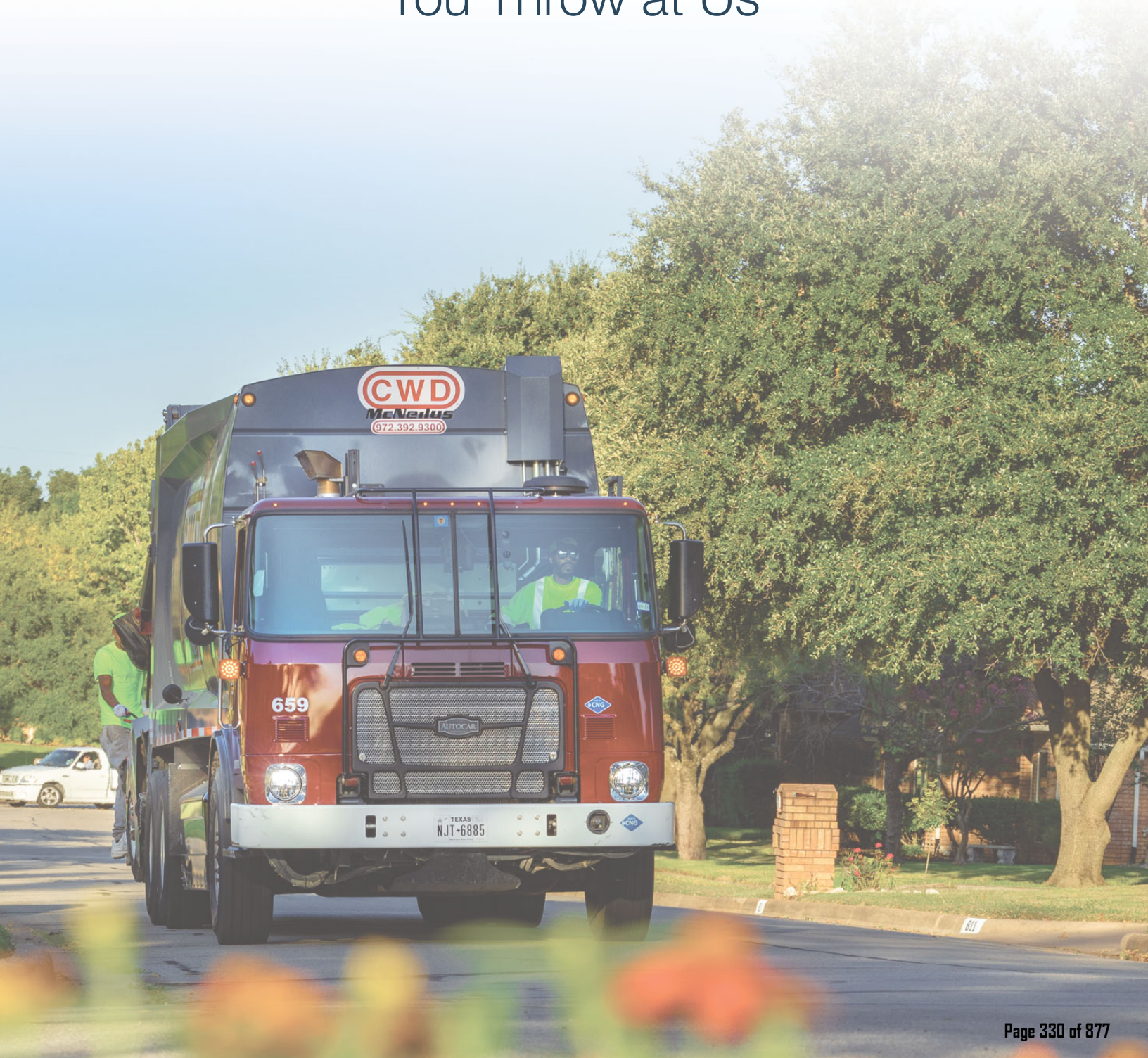
We encourage you to contact these and other cities to learn more about their transitions. Contact information can be found behind Tab 6.





CommunityWasteDisposal.com
Since 1984

We Can Handle Anything
You Throw at Us





2025-001

Solid Waste Collection & Recycling Services

Due Date: March 3, 2025 at 2:00PM



City of
Alvarado *Texas*

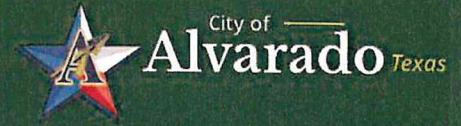
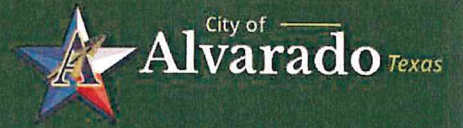


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Texas Based
Texas Proud

www.frontierwaste.com



Cover Letter

Texas Based
Texas Proud

www.frontierwaste.com



March 3, 2025

City of Alvarado
Hillary Cromer
104 W. College Ave.,
Alvarado, Texas 76009

RE: Solid Waste & Recycling Bid

Dear City of Alvarado, Frontier Waste Solutions is pleased to have the opportunity to provide the attached proposal to the City of Alvarado for Solid Waste and Recycling Services. We have reviewed the Request for Proposal (RFP) and have a complete understanding of the requirements and agree to be bound by the proposal provided herein.

After working in the solid waste industry in Texas for more than 30 years – including being directly responsible for exclusive contracts with more than 350 cities and parishes in Texas, Oklahoma, and Louisiana – I formed Frontier in early 2017 through the acquisition of several existing firms in Texas. From that base, our team has grown Frontier into a company with the scale and capability to provide consistently outstanding service to a diverse range of clients. Frontier currently services 60+ exclusive municipal contracts in Texas, any of which I would invite you to contact about their ongoing experience with our firm. Frontier Waste has never defaulted on a municipal contract as a company and have supplied multiple municipal references in our proposal to obtain feedback. We have worked through the requirements of the proposal and are very familiar with the needs of the City of Alvarado. Frontier is a privately held, Texas-based company with currently six (6) locations in the DFW metroplex area. We put great emphasis on supporting our local municipalities and becoming part of the communities we serve, while also offering the infrastructure and support our cities need including capital investments in equipment and technology on the same scale as our larger publicly traded competitors. As such, not only are we well qualified to support the growth Alvarado will experience for the foreseeable future, but we will do so with an uncompromising standard of quality service.

We applaud the City of Alvarado's decision to look for proposals to refresh the current waste services. Nearly all of the Frontier management team has been working in Texas for more than 20 years. As a result of our collective experience, along with the opportunity to deploy all new equipment for the Alvarado community, we feel Frontier is uniquely qualified as the best prospective new contractor for the city.

We have provided experience for key members of management at Frontier. Our management team has over 200 years of operating experience in the waste and recycling industry in Texas and many of them, including myself, hold significant ownership stakes in our company. We think like owners, not employees. Waste industry businesses led by the management team at Frontier have received numerous honors from communities throughout Texas including an award for Environmental Excellence from Governor Rick Perry, Business of the Year in the Cities of McKinney, Frisco, The Colony, Pflugerville, and others. Additionally, our team members have received numerous awards and recognition from Keep Texas Beautiful. Recently our South Texas Team received a award from Goodwill South TX. Champion 2023 Award, our VP Bill Killian was in the spotlight for his commitment to the community.

In short, Frontier's leadership is Texan – with a long history of delivering excellent customer service, giving back to the communities we serve, pioneering new technologies, and maintaining a deep commitment to providing a safe workplace for our employees and customers. Frontier commits to procuring and maintaining an adequate level of resources such as carts, collection vehicles, drivers, and trash throwers/helpers to consistently provide the highest level of service to the city.

Thank you again for the opportunity to provide this proposal. In summary, we believe you will find Frontier Waste Solutions to be singularly qualified to partner with the City of Alvarado for these services. We are excited to become deeply, personally, and financially involved in your community. Our team looks forward to the opportunity to discuss our proposal with you and the City Council. Please feel free to contact me with any questions or comments relating to our proposal. I look forward to hearing from you very soon.

Sincerely,

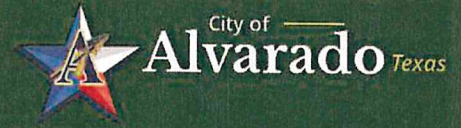


John Gustafson

President and CEO | **Frontier Waste Solutions**

214-578-1457

jgustafson@frontierwaste.com



Required Forms

Acknowledgements

Certificate of Insurance

Bond Letter

Conflict of Interest

W-9

Deviations to Specifications

Texas Based

Texas Proud

www.frontierwaste.com

City of Alvarado

Request for Proposals (RFP) – SOLID WASTE AND RECYCLING SERVICES
Addendum #1

Date: February 19, 2025

This addendum serves to address questions received regarding the RFP. The responses provided below shall be considered part of the RFP and shall be included in all proposals submitted.

1. Residential Services – Pricing (Page 35)

a. Can you confirm you are seeking proposals on weekly bulk/bundled brush, or continue under the existing program of once per month on a specific schedule?

- The City will continue the existing program of **once per month** on a specific schedule. Thank you for identifying this discrepancy in the RFP.

b. Base Service (A) – Cost with Polycart Provided – Can you clarify what this line item is for?

- The polycart is **not optional**. The City assumes that the hauler will provide the polycart for trash service. Thank you for requesting clarification.

2. Commercial Customer Matrix

a. Can the City provide a matrix of commercial containers (quantity by size and frequency)?

Container Size	1X per Week	2X per Week	3X per Week	4X per Week	5X per Week	Total
2 CY	19	4	0	0	0	23
3 CY	9	4	3	0	0	16
4 CY	9	2	1	3	0	15
6 CY	8	11	2	0	0	21
8 CY	20	14	13	4	8	59
Total Containers	65	35	19	7	8	134

b. Does this matrix include any containers at City facilities provided at no charge?

- Yes, the matrix table above includes City facility containers that are provided at no charge. The table below lists City facilities receiving service at no charge:

Site Name	Size	Quantity	Service Level	Comments
City Hall	6YD	1	1X per week	
Fire Department	8YD	1	2X per week	



Cemetery	3YD	1	1X per week	
Other	6YD	1	1X per week	Trash
Other	96G	1	1X per week	Recycling Cart
Public Works/Police	8YD	1	2X per week	
Library	4YD	1	1X per week	Trash
Library	2YD	1	1X per week	Recycling Dumpster
Admin Building	2YD	1	1X per week	Trash
Admin Building	96G	TBD	TBD	

3. Roll-Off Hauls (Past 12 Months)

a. Can the City provide the number of roll-off hauls completed by the current contractor over the last 12 months?

- A total of 109 roll-off hauls were completed by the contractor in the past 12 months.
- This includes 4 hauls completed for the City at no charge.

4. Residential Solid Waste & Recycling Tonnage (Past 12 Months)

Category	Tonnage
Recycling	316
Municipal Solid Waste	2,392
Households Served	2,169
Extra Carts Billed	204

5. Temporary Roll-Off Containers

a. Are temporary roll-off containers included in this contract?

- No. Temporary roll-off containers are **not included** in this contract. Temporary roll-offs will be Open Market.

6. Additional Roll-Off Hauls at No Charge

a. Does the City receive any roll-off hauls at no charge, excluding the two cleanup events (8 hauls per event)?

- No. In the past, the only roll-off hauls provided at no charge have been for the two annual cleanup events, but we plan on using roll-offs for approximately 3-5 events this next year.

7. Extra Trash Carts

a. Can the City provide the number of extra trash carts being billed to residents?

- A total of 204 extra trash carts are being billed to residents.

8. Performance Bond

a. Is a performance bond required for this contract? If so, how much?

- Yes, Contractor agrees that upon the execution of the Contract and before beginning work, it shall make, execute and deliver to the City a good and sufficient surety bond in a form furnished by the City, to secure the faithful performance of the terms and conditions herein. Such bond shall be in the amount of three hundred thousand dollars (\$300,000.00), and signed by the president or general officer of Contractor, together with the signature of the corporate secretary and the corporate seal. The surety shall be a surety company duly authorized to do business in the State of Texas, and approved by the City.

Acknowledgment of Addendum

All bidders must acknowledge receipt of this addendum by signing below and including this page in the proposal submission.

Authorized Representative:

Company Name:

Signature:

Date:

SHAWN EIRAS VP of OPERATIONS
FRONTIER WASTE SOLUTIONS
 2/27/25



City of Alvarado

Request for Proposals (RFP) – SOLID WASTE AND RECYCLING SERVICES Addendum #2

Date: February 21, 2025

This addendum serves to address questions received regarding the RFP. The responses provided below shall be considered part of the RFP and shall be included in all proposals submitted.

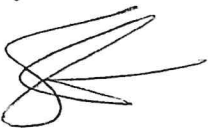
Question: Our fleet consists of rear-load trucks. Would the city be open to this method of collection?

Answer: The City is open to considering rear-loading trucks only if the price is lower than other available options. Our residents are accustomed to automated trucks, and regardless of the collection method proposed, carts must be included in the service.

Acknowledgment of Addendum

All bidders must acknowledge receipt of this addendum by signing below and including this page in the proposal submission.

Authorized Representative: Company Name: Signature: Date:

SHAWN EIRAS VP of OPERATIONS FRONTIER WASTE SOLUTIONS
 2/27/25



City of Alvarado

Request for Proposals (RFP) – 2025-001

Addendum #3

Date: Monday, February 24, 2025

This addendum serves to address additional questions received regarding the RFP. The responses provided below shall be considered part of the RFP and should be included in all proposals submitted.

1. What is the anticipated home count growth for the next five years?

The City anticipates approximately 1,600 new homes over the next five years. While there are approximately 5,000 homes in the development pipeline, the actual number completed within this period will depend on market conditions and developer timelines.

2. Is Alvarado ISD included in this RFP?

Only Alvarado ISD buildings located within the City limits are eligible to participate in the City's solid waste contract.

3. The incumbent rate sheet states that resident landfill access is currently quarterly. Will the new agreement change this to yearly?

No, landfill access should be available to residents for free a total of 4 times per year, up to 4 cubic yards, and a discount for any amount over 4 cubic yards.

4. Section III, 3.07.03 states that a smaller single-axle collection vehicle is required for certain streets. Can the City provide a map of these streets and an estimated home count?

After consulting with the current contractor, it has been determined that a smaller single-axle collection vehicle is not currently needed. If this requirement changes in the future, the City may discuss a contract amendment with the contractor. Therefore, the City will not be requiring a smaller single-axle collection vehicle at this time.

5. What is the current count for handicap stops?

The current contractor has documented approximately 10 accessible stops at this time.

6. Can the City provide a commercial services matrix, including the quantity of containers, carts, service frequency, and size?

Yes, this information was provided in Addendum #1.

7. Can the City provide a roll-off service matrix, including container sizes, quantities, and service schedules?

There is no set matrix for industrial roll-offs, as these services are provided on an on-call basis. However, in the past 12 months, the contractor has completed 109 roll-off hauls, including 4 hauls at no charge for the City.



8. What is the service frequency for bulk/bundled brush collection?

Bulk/bundled brush collection will occur once per month per household. Additionally, the allowed volume will be increased from 2 cubic yards to 3 cubic yards per month.

9. Will a performance or bid bond be required?

Yes, a performance bond is required. Upon contract execution and before work begins, the contractor must provide a surety bond in the amount of \$300,000 to ensure compliance with contract terms. The bond must be executed by a surety company authorized to do business in Texas and must be approved by the City.

10. Can the City provide commercial tonnage data?

Yes, the total commercial tonnage is 2,359 tons.

11. Can the City provide the number and size of compactors/permanent roll-off accounts?

Currently, there is one 40-yard compactor in use.

12. Are all temporary roll-offs/open tops Open Market, or just construction-related containers?

All temporary roll-offs/open tops will be Open Market, not just construction-related containers.

13. Can you clarify for Commercial hand collection under Commercial Rate Schedule, is it cart only? We thought yes. However, on the rate sheet there are two lined for bags.

Yes, carts only. Thank you for asking for clarification.

14. The City stated that 109 roll-off hauls were completed in the past 12 months. Can you confirm if this number includes both permanent and temporary roll-offs? If so, is there a breakdown?

Yes, the 109 roll-off hauls include both permanent and temporary roll-offs. However, the City does not have a breakdown by customer type at this time.

15. Does the RFP submission require a completed Certificate of Insurance (COI), or is a sample COI sufficient?

A sample COI demonstrating coverage is acceptable at the time of RFP submission. A fully executed COI will be required once the contract is awarded.

16. Will the City accept a Bondability Letter in the RFP submission instead of a performance bond?

Yes, a Bondability Letter may be included in the RFP submission.

17. Does the City need 8 roll-offs for its bi-annual cleanup events each year?

After consulting with the current contractor, it has been determined that only 4 roll-offs are typically needed per year—2 at each clean up event. To better reflect actual needs while allowing for future growth, the City has decided to reduce the number of roll-offs for each cleanup event from 8 per event to 4 per event.



18. Residents currently receive 4 free drop-offs at the landfill. Are you sure you want to decrease this to 1 drop-off?

After further consideration, the City has decided to maintain 4 free drop-offs per year per resident, with a limit of up to 4 cubic yards per drop-off. Additionally, the selected contractor should offer a discounted rate for any excess volume beyond 4 cubic yards.

19. Residents currently receive 3 cubic yards per month for bulk and bundled brush. Are you sure you want to decrease this to 2 cubic yards?

No, after further consideration, the City has decided to maintain the current service level of up to 3 cubic yards per month.

20. Does the City require free roll-off containers for construction and renovation projects?

Yes, but the City will limit this to one (1) roll-off per year, up to a 30-yard container.

21. Should the term "Industrial Unit" be omitted from Page 16, Section 1.19?

Yes, the term "Industrial Unit" should be omitted from this section.

22. Should the "Take All Service" requirement be removed from Page 18, Section 1.41?

Yes, this section may be omitted, as "take all" service is not required per other sections of the RFP.

23. Will the contractor be responsible for providing new recycling carts to residents at no charge?

Yes, if a cart is lost, stolen, or damaged, up to a reasonable number of replacements.

24. Will permanent roll-offs be included in the contract?

Yes, permanent roll-offs will be included in the contract. (Only temporary roll-offs will be open market.)

25. Will the first year of the contract be 2025, with rate adjustments beginning in 2026?

Yes, 2025 will be year one, and the first rate adjustment may occur in 2026.

26. Will the City continue using the CPI Index (Water, Sewer, Trash), and will the annual rate adjustment remain on the contract effective date?

Yes, the City will continue using the CPI Index (Water, Sewer, Trash), not CPI-U (all), and the annual rate adjustment will take effect on the contract anniversary date each year.

27. Will the City consider retaining the current language regarding bad debt responsibility?

Yes, the City agrees to retain the current language where the City owns the residential bad debt, and the contractor assumes responsibility for the commercial bad debt.

28. Can the \$5,000 annual contribution to City-sponsored events be allocated flexibly throughout the year instead of all at one time?

Yes, the City is open to negotiating how and when the \$5,000 annual contribution is allocated, as long as the total remains \$5,000 per year.



29. Can the City remove the 3% cap on CPI increases?

Yes, the City will remove the 3% cap on CPI increases.

Authorized Representative: SHAWN EIRAS VP of OPERATIONS

Company Name: FRONTIER WASTE SOLUTIONS

Signature:



Date:

2/27/25

City of Alvarado

Request for Proposals (RFP) – 2025-001

Addendum #4

Date: Tuesday, February 25, 2025

This addendum serves to address additional questions received regarding the RFP. The responses provided below shall be considered part of the RFP and should be included in all proposals submitted.

Question: Section 3.11 - Recycling Container

"Contractor will provide each Residential Unit and Commercial Unit a container for recyclable materials. The containers will have a minimum capacity of 95 gallons and have lids for protection of paper materials from the weather or be plastic bags. Contractor shall provide free of charge extra recycling bins, as requested by the resident or the business or industrial customer, to replace damaged, lost, or stolen bins."

Clarification: There are not many commercial recycling containers within the city limits currently. Is the contractor expected to provide recycling collection services for all commercial units, or do they have the exclusive right to provide recycling services only if requested?

Response:

The City expects the contractor to provide commercial recycling containers only upon request. If a recycling container is considered "permanent" (i.e., assigned to an ongoing service at a commercial property), it falls under the exclusivity of the contract. However, if the recycling container is "temporary" (i.e., short-term or for a special purpose), it is available through the open market and is not exclusive to the contractor.

Question: Section 3.15 - Protection from Scattering

"Each vehicle shall be equipped with a cover which may be a net with mesh not greater than one and one-half (1-1/2) inches, a tarpaulin, or a fully enclosed metal top to prevent leakage, blowing, or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose."

Clarification: Commercial and industrial trucks are fitted with covers, but residential collection trucks use a drop-down hopper and do not have a net. Are these vehicles excluded from the cover requirement?



Response:

If the mechanism used (such as a drop-down hopper) effectively prevents materials from scattering, a mesh net may not be required for residential collection vehicles. However, the contractor should ensure that the hopper design sufficiently contains refuse and prevents scattering in all operational conditions.

Acknowledgment of Addendum

All bidders must acknowledge receipt of this addendum by signing below and including this page in the proposal submission.

Authorized Representative: SHAWN EIRAS VP of OPERATIONS

Company Name: FRONTIER WASTE SOLUTIONS

Signature: 

Date: 2/27/25



CONTRACTOR'S PROPOSAL

[Appropriate Acknowledgment must be completed]

CORPORATE ACKNOWLEDGMENT RFP #2025-001

THE STATE OF § *Texas*

COUNTY OF § *Collin*

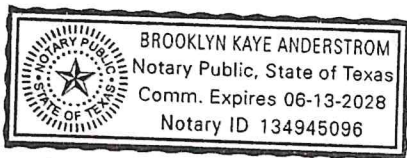
§

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

SHAWN EIRAS *VP of OPERATIONS* 
(Print Name) (Print Title)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , *02/27* A.D., 20 *25*




Notary Public *Brooklyn Kaye Anderstrom*

My Commission expires: Seal

SINGLE ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20

Notary Public

My Commission expires: Seal



EXHIBIT B
PARTNERSHIP ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

COUNTY OF §

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

(Print Name) (Print Title)

of a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that he or she was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20.

Notary Public My Commission expires:

Seal

INSURANCE REQUIREMENTS

1. All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:
 - a. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A.
 - b. Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - c. The Special Provisions Section shall state that the liability and worker's compensation policies have been endorsed to provide for waivers of subrogation, to provide that those policies are primary and non-contributory as to the City.
 - d. Liability policies shall be endorsed to provide the following:

- (1) Name as additional insured the City of Alvarado, their Officials, Agents, Employees and volunteers.
- (2) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- (3) 30 days' written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date, except that 10 days' notice may be given in the event the Contractor has not paid for renewal of its coverage prior to the expiration date.
- (4) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- (5) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- (6) Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate the contract agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than \$5,000,000 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.



If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$5,000,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Professional Errors and Omissions Insurance

Professional E&O Liability insurance with a minimum policy limit of \$1,000,000 is required under this Agreement.

[X] Worker's Compensation Coverage

Contractor agrees to maintain insurance for workers' compensation or self-insured employee coverage meeting the requirements established by the Tex. Worker's Comp. Act, Texas Labor Code in the amounts not less than \$1,000,000.



FRONWAS-01

DPLESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Mahoney Group - Mesa 1835 South Extension Road Mesa, AZ 85210	CONTACT NAME:	
	PHONE (A/C, No, Ext): (480) 730-4920 FAX (A/C, No): (480) 730-4929	
INSURED Frontier Texas Ventures I, LLC 2323 Bryan Street, Suite 2620 Dallas, TX 75201	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus Insurance Company	17370
	INSURER B : Key Risk Insurance Company	10885
	INSURER C : Texas Mutual Insurance Co.	22945
	INSURER D : Golden Bear Insurance Company	39861
INSURER E : Allied World Assurance Company	19489	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			ECP2041350-10	9/15/2023	9/15/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPI/OP AGG \$ 5,000,000 POLLUTION \$ 5,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP2027150-15	9/15/2023	9/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			FFX2041352-10	9/15/2023	9/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001320401	2/17/2023	2/17/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Umbrella Liab			GBX53000530-01	9/15/2023	9/15/2024	Ea Occurrence/ Agg \$ 5,000,000
E	Excess Umbrella Liab			0313-0592	9/15/2023	9/15/2024	Ea Occurrence/ Agg \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J Lewis

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

James I. Moore; Dawn L. Morgan; Stephen T. Kazmer; Melissa Schmidt; Martin Moss; Amy Wickett; Kelly A. Gardner

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey;
County of Morris }

Matthew E. Lubin, President

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

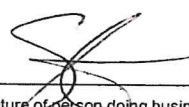
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the ^{21st} day of February 20 25

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact Pat Taber at 860-956-3424 or email: SuretyInquiries@amyntagroup.com

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.		OFFICE USE ONLY
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		Date Received
1	Name of person who has a business relationship with local governmental entity. Frontier Texas Ventures I, LLC d.b.a Frontier Waste Solutions	
2	Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name of local government officer with whom filer has an employment or business relationship. NONE Name of Officer This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes <u>No</u> B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes <u>No</u> C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes <u>No</u> D. Describe each affiliation or business relationship.	
4	 Signature of person doing business with the governmental entity SHAWN EIRAS VP of Operations Date <u>2/27/25</u> Date	

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Frontier Texas Ventures I, LLC

2 Business name/disregarded entity name, if different from above
Frontier Waste Solutions

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2323 Bryan St, Suite 2620

6 City, state, and ZIP code
Dallas, TX 75201

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

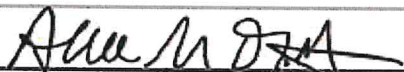
8	6	-	3	7	7	6	0	3	2
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► **5/11/21**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

DEVIATIONS TO SPECIFICATIONS

RFP #2025-001

SOLID WASTE COLLECTION AND RECYCLING SERVICES

NOTE: THIS PAGE MUST BE INCLUDED WITH YOUR PROPOSAL

EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

Please initial: 

We have not made exceptions or deviations to specifications.

- ☒ We have made exceptions or deviations to specifications. Please list exceptions/deviations in the space below. Frontier would prefer to strike the portion of the indemnification language which states that Frontier shall indemnify the City for the City's own negligence.
We have not made exceptions to the Contract provisions

FIRM NAME: FRONTIER WASTE SOLUTIONS

SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF FIRM: 

DATE: 2/27/25

SIGNER'S NAME AND TITLE: SHAWN EIRAS VP of OPERATIONS

In submitting this proposal, the Respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Alvarado.
2. The undersigned affirms he has familiarized himself/herself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be within 20 calendar days unless a different period is noted by the Respondent.
4. The undersigned affirms that he or she is duly authorized to execute this Contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Alvarado, and that the contents of this bid have not been communicated to any other Respondent or to any employee of the City of Alvarado prior to the official opening of this proposal.

5. The Respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council member, official, or employee of the City of Alvarado in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal.

6. The Respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.

7. The Respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.

8. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

9. The undersigned affirms that he/she has read and understands the specifications and any attachments contained in this proposal package.

10. The Contract is not valid until approved by City Council. When an award letter is issued, it becomes a part of this Contract.

NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE:

Signature Date Name Title: SS 2/27/25 VP of Operations

Tel. No. Fax No.: (214) 534-3955

Email: Seiras@frontierwaste.com

COMPANY IS:

Business included in a Corporate Income Tax Return? YES / NO

Corporation organized & existing under the laws of the State of Partnership consisting of Individual trading as Principal offices are in the city of DALLAS



February 21, 2025

City of Alvarado
104 W. College Avenue
Alvarado, TX 76009

RE: Frontier Texas Ventures I, LLC

To Whom It May Concern:

We understand that you are considering a business relationship with Frontier Texas Ventures I, LLC (hereinafter, "Frontier Waste"), and have requested information concerning Frontier Waste's surety bond program. Surety bonds for Frontier Waste are written by United States Fire Insurance Company (hereinafter, "USFIC"). USFIC is listed in the Federal Register Circular 570 with Treasury Limit of \$188,805,000 and is rated "A" by A.M. Best with a Financial Size Category of XIV.

USFIC is willing to consider single projects up to \$10,000,000 within an aggregate limit of \$50,000,000. We would look favorably upon supporting bonds for the above-referenced project at the request of our client. However, our support is wholly conditioned and contingent upon completion of the underwriting process, including satisfactory review of contract documents and bond forms, confirmation of financing, and our ongoing review of the operational and financial capacity of Frontier Waste.

It is important to understand that this correspondence should in no way be construed as an agreement to provide bonds for any particular project but is offered as an endorsement of our past experience and overall confidence in Frontier Waste. It bears particular emphasis that any arrangement to provide final bonds is a matter between USFIC and Frontier Waste, and we assume no liability to third parties if we do not execute said bonds.

We highly recommend Frontier Waste to you. Frontier Waste's management is strong, the company is well-financed, and it is very capable of meeting your requirements. If you have any questions regarding this letter, please do not hesitate to contact me.

Sincerely,



James I. Moore
Attorney-in-Fact



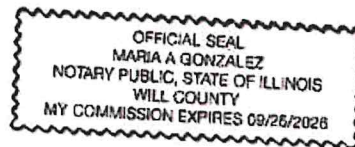
State of Illinois } ss.
County of DuPage

On February 21, 2025, before me, Maria A. Gonzalez, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of United States Fire Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

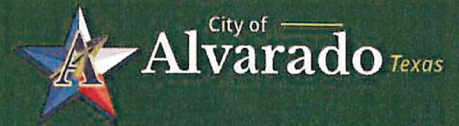
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 25, 2026


Maria A. Gonzalez, Notary Public



Commission No. 882909



Pricing / Rates

Rates provided in this section do not include franchise fees, billing fees or admin fees charged by the city.

Texas Based

Texas Proud

www.frontierwaste.com

RESIDENTIAL RATE SCHEDULE

BASE SERVICE (Residential):

NOTE: ALL RATES PROVIDED IN THIS RATE SECTION DO NOT INCLUDE FRANCHISE FEES OR ANY CITY ADMIN/BILLING FEES

A. Automated Solid Waste Collection

Including Brush/Bulky Waste Collection Once per Month Collection, 96-Gallon Polycart provided

Per Unit Per Month \$ Included in Polycart rate below

Cost with Polycart provided \$ 11.00 / Month

B. Recyclable Materials Collection & Processing

Once a Week Collection, 95-Gallon Polycart

Per Unit Per Month \$ 4.50 / Month

C. Solid Waste and Recycling removal service at

City Facilities listed in Exhibit A **\$ NO CHARGE**

OPTIONAL SERVICES (Residential):

1. Household Hazardous Waste

a. City-paid Events

Contractor to propose a program similar to a

2x per year event and provide cost estimates \$ attach proposal Frontier will utilize HHW Solutions for this service. See proposal.

b. On-demand Service

Contractor to propose a program where residents

call in for HHW to be picked up at the house \$ 1.00* Per Month

*scheduled service w/ 1 collection day in Alvarado per month. Rate in 1.b. does not include E-waste. Monthly rate will be charged to all residents.

c. Unusual Accumulation (**Bulky Waste**)

Per Pickup

\$ 50.00 per yard on service day/ \$300 per yard on non service day

a. Construction Debris

Per Pickup

\$ Residents will be quoted based on size of the pile and time to collect

d. Contractor-paid Events

Contractor to propose a program as in 1a. for which contractor pays all costs

\$ attach proposal

e. On-Demand Household Hazardous Waste & E-Waste Collection

Contractor to propose a program for this type

of collection \$ attach proposal

\$1.25/month - Monthly curbside collection of HHW PLUS E-waste. Collection schedule similar to section 1.b. (scheduled service with one collection day per month). Monthly rate will be charged to all residents.

f. Once per year cart cleaning

Per resident, trash & recycling bins \$ No bid. FWS will recommend a vendor to residents.

OPTIONAL SERVICES (Commercial):

For each optional service, contractor shall provide the additional cost per unit, per month, as applicable. Contractor shall include in submittal the details of the proposed services. Pricing and descriptions of alternate offerings for optional services shall be included in submittal.

1. Recyclable Materials Collection & Processing

a. Commercial/Industrial

Once a Week Collection \$ attach proposal

This commercial recycling service, and resulting quote, will require full assessment of materials and volumes being collected.

b. Unusual Accumulation

Per Pickup \$ 50.00 per yard

c. Construction Debris

Per Pickup \$ Quoted per event / service based on quantity of debris and time to collect

2. Recyclable Materials Collection & Processing

a. Apartment Complexes

Once a Week Collection \$ attach proposal

This commercial recycling service, and resulting quote, will require full assessment of materials and volumes being collected.

b. Unusual Accumulation

Per Pickup \$ 50.00 per yard

c. Construction Debris

Per Pickup \$ Quoted per event / service based on quantity of debris and time to collect

COMMERCIAL RATE SCHEDULE

Commercial Hand Collection, Per 90 - 96 Gallon Polycart*

*List container specifications and warranty program provided in Exhibit E

Automated Collection Cost:

Once Per Week \$ 25.00

Two Carts Once Per Week \$ 35.00

COMMERCIAL HAND COLLECTION RATES							
Size/Pickup	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	Extra
1 – 5 bags	Cart Only Commercial Hand Collect						
6 – 10 bags	Cart Only Commercial Hand Collect						
1 Polycart	\$25.00	\$45.00	Commercial hand collect (cart service) frequency greater than 2 x per week will be assessed and approved by Frontier and the City on a case by case basis. Volumes beyond 2 x week will require a commercial dumpster unless a customer's location cannot accommodate the traditional commercial dumpster service application.				
2 Polycarts	\$35.00	\$65.00					
3 Polycarts	\$45.00	\$85.00					

FRONT LOAD CONTAINER RATES							
Size/Pickup	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	Extra
2 Cu Yd	\$78.21	\$123.83	\$169.44	\$215.08	\$258.49	N/A	\$38.39
3 Cu Yd	\$101.89	\$178.27	\$256.55	\$295.44	\$362.79	N/A	\$39.53
4 Cu Yd	\$129.31	\$221.37	\$317.38	\$356.31	\$436.65	N/A	\$49.40
6 Cu Yd	\$160.65	\$284.06	\$405.51	\$476.42	\$582.20	N/A	\$78.99
8 Cu Yd	\$213.52	\$356.56	\$499.56	\$601.61	\$734.26	N/A	\$96.82

TEMPORARY FRONT- LOAD FOR RESIDENTIAL PURPOSES

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yard \$ N/A - Smaller Roll Offs may be an option

8 Cubic Yard \$ N/A - Smaller Roll Offs may be an option

Roll-Off Containers:

20 Cubic Yard Open Top Per Haul (Including Disposal) \$ 355 + \$50.70 per ton

30 Cubic Yard Open Top Per Haul (Including Disposal) \$ 355 + \$50.70 per ton

40 Cubic Yard Open Top Per Haul (Including Disposal) \$ 355 + \$50.70 per ton

Delivery and Exchange \$ 110 + \$50.70 per ton if disposal is required.

Daily Container Rental \$ 6.00

Compactors:

6 Cubic Yard Per Haul (Including Disposal) \$ 623.52 1x week service / \$144 per lift

8 Cubic Yard Per Haul (Including Disposal) \$ 831.36 1x week service / \$192 per lift

20 Cubic Yard Per Haul (Including Disposal) \$ 375.00 + 50.70 per ton

30 Cubic Yard Per Haul (Including Disposal) \$ 375.00 + 50.70 per ton

35 Cubic Yard Per Haul (Including Disposal) \$ 375.00 + 50.70 per ton

40 Cubic Yard Per Haul (Including Disposal) \$ 375.00 + 50.70 per ton

NOTE: Recycling compactor processing fees will depend on material and contamination %

EXHIBIT A

Estimate of City Facility Services to be Provided at No Charge

<u>Location Name</u>
City Hall
Public Works Facility
Fire Department
Administrative Building
Police Department
Library
Pecan Orchard?
Other Parks?

Polycarts for recyclables located at City Hall and serviced by residential routes.

CLEAN-UP EVENTS (x8)

Contractor shall provide up to eight (8) 30-yard roll-off containers free of charge for City events, as requested. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notice to Contractor to schedule such events.

EXHIBIT A-1

Additional Service – City Hazardous or Special Waste

E1: Hazardous or Special Waste

Once a Month Collection

On a separate sheet labeled “Additional Service – City Hazardous or Special Waste— Exhibit A1”. The Contractor will provide these services to the City on a cost per service basis. Also, in the event that the City’s containers are full and need a special disposal, the Contractor will accommodate the City when possible.





Shawn Eiras

February 28, 2025

Frontier Waste Solutions

Alvarado HHW and Electronic Event Quote

Hello Shawn,

HHW Solutions is prepared to provide a multi-faceted event for your special waste needs. You are welcome to select either or both of services quoted in this letter.

HHW Collection \$16,900

We can do a 4-hour event (9:00a -1:00p). We will bring a 20 ft box truck that will hold ten 1-cubic yard gaylords, and one 30-yard open top roll off box for latex paint collection. HHW Solutions will provide personnel, materials, and transportation for the collected materials. It is possible that our capacity may run out before the four hours scheduled for the event. Should this be the case, the event will regrettably end before the scheduled four hours. In addition to the volume limitation, we also have a few other restrictions. The event is only open to households, no businesses (including agricultural), no item can be in a container greater than five gallons, all containers must be spill proof and not leaking, gasoline, diesel and other fuels must be in containers approved for the transport (basically a gas can), and finally, all items, other than used cooking oil and used motor oil, must be in their original containers. Our proposal does not include electronics or tires. The City's responsibilities in our proposal will include providing security for the event, ensuring participants are local residents, and providing a suitable location for the event. We also ask that the Frontier Waste Solutions provide a dumpster for disposal of non-HHW items. The TCEQ requires a forty-five day notice for the event along with a letter from the property owner (generally the county judge or county manager for a county owned venue).

Our general list of accepted materials is:

Latex Paint	Oil Based Paint and Stains	Solvents
Acids	Engine Degreaser	Pool Chemicals
Used motor oil and filters	Fluorescent Bulbs	Cleaning Products
Antifreeze	Paint Stripper/ Thinner	Herbicides & Pesticides
Batteries	Drain Openers	Automotive Fluids

A handwritten signature in black ink, appearing to be 'JMR', is located in the bottom right corner of the page.

E-Recycling Event \$9500

Same four-hour event schedule as HHW, we will provide a 53-foot trailer. We will accept Televisions, computers, monitors, stereo equipment, cell phones and most other electronics. Please note that this does not include electrical items such as kitchen appliances, vacuum cleaners, toys, ceiling fans, etc.

Thank you for your interest in our services.

Please let us know when you are ready to move forward.

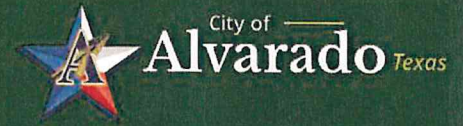
Sincerely,

Dick Demien

Dick Demien

General Manager

HHW Solutions



Past Performance & Experience References

Texas Based

Texas Proud

www.frontierwaste.com



Past Performance and Experience

Frontier Waste currently services 60+ municipalities in Texas. Our team felt that the following detailed reference list provides a solid blend of municipalities. We are confident that each will report a positive experience with Frontier. From the inception of our first entity in 2015, Frontier has grown to 18 solid waste collection locations in Texas, that employ nearly 700 employees providing service to over 200,000 customers.

Our customer-focused culture is consistent throughout our footprint and the feedback gathered from our references should provide evidence to support this claim.

Frontier has grown over the years through organic growth and partnering with other small companies that have a proven track record for service excellence. Some of these companies have provided service to municipalities successfully for 15 years.

Recent growth includes the addition of the cities of McKinney (58,000 homes - added in 2024), Mansfield (22,000 homes - added in 2023, Pearland (37,500 homes - added in 2021), Mineral Wells (5500 homes - added in 2022), and Watauga (8200 homes - added in 2022). Pasadena (16,200 - added in 2023) Cleveland (2400 homes & commercial - added May 2024) Tomball (3900 homes & commercial added - in Oct 2024).

Frontier is led by a highly respected executive team in the waste management industry with more than 200 years of combined experience providing solid waste and recycling services in Texas.



Frontier Waste Municipal Customers

Municipality	Contact Person	Title	Phone Number	Annual Rev.	End Date	Number of Homes
Pearland	Laurie Rodriguz	Enviornmental Serv. Superint.	281-702-1032	\$12,000,000	2026	37,500
McKinney	Eric Hopes	Enviornmental Serv. Mgr.	972-547-7388	\$15,000,000	2031	58,400
Mansfield	Troy Listina	Deputy City Mgr.	817-276-4258	\$11,000,000	2028	23,000
Celina	Robin Green	Public Works Admin.	713-475-7835	\$4,801,680	2028	16,200
Tomball	David Esquivel, PE	City Manager	281-290-1415	\$2,700,000	2029	3,950
Watauga	Deby Woodard	Ast. Finance Dir.	817-514-5833	\$2,400,000	2027	8,400
Balch Springs	William Freeman	Public Works Dir.	469-417-8183	\$3,000,000	2025	6,400
Mineral Wells	Nathan Dyhre	Economic Development	214-701-7385	\$3,000,000	2027	5,500
Seagoville	Mamata Bhandari	Director of Health Services	469-319-5025	\$1,700,000	2028	5,200
Dayton	Kimberly Judge	City Manager	936-258-2642	\$1,500,000	2025	2,500
Gonzales	Tim Patek	City Manager	830-672-3192	\$1,500,000	2024	3,000
Cleveland	Scott Swigert	City Manager	832-599-2779	\$1,568,000	2029	2,500
Liberty	Tom Warner	City Manager	936-336-3684	\$1,000,000	2025	2,500
Woodway	William Klump	Finance Director	254-537-1520	\$1,000,000	2025	3,400
Marlin	Mary Ann Waddle	City Secretary	254-883-1450	\$732,000	2025	2,068
Hearne	Linda Pecina	City Secretary	979-279-3461	\$1,000,000	2025	1,600
Groesbeck	Chris Henson	City Administrator	254-729-3293	\$720,000	2026	1,600
Whitesboro	Teresa Nino	City Secretary	903-564-4000	\$532,000	2026	1,600
Spring City	David Miller	City Administrator	817-220-4834	\$450,000	2026	1,140
Venus	Tonya Roberts	Board President	972-366-3348	\$375,000	2025	1,200
West	Shelly Nors	City Administrator	254-826-5351	\$312,000	2025	1,000
Newport	Margarette Chasteen	City Administrator	832-541-7541	\$787,968	2027	3,800
Italy	Shaw Holden	Mayor	214-399-1843	\$234,068	2025	700
Calvert	Kevin O'Caroll	City Manager	979-364-2274	\$213,650	2025	514
Godley	David Wallis	City Secretary	817-389-2083	\$202,680	2025	356
Grandview	David Henley	City Secretary	817-866-2699	\$178,186	2024	510
Risel	Alisha Flannery	City Secretary	254-896-6501	\$112,800	2026	396
Bremond	Debbie Zan	City Secretary	254-746-7730	\$74,456	2025	379
Blum	Barbara Hamel	City Secretary	254-635-2106	\$57,000	2026	156
Morgan	Lori Smith	City Secretary	361-396-5245	\$52,315	2026	184
Driscoll	Dina Romero	Mayor	254-977-2662	\$45,684	2025	235
Thornton	Victoria Winstead	Mayor	254-854-2373	\$43,795	2025	237
Iredell	Joey Welborn	City Secretary	254-375-2212	\$42,840	2025	152
Covington	George Burnett	City Administrator	903-814-5351	\$38,923	2027	160
Kosse	Christina Lockhart	City Secretary	254-375-2212	\$38,802	2025	218
Howe	Jeff Stanley	Mayor	903-532-5571	\$195,409	2028	1,123
Pasadena	Robin Green	Public Works Admin.	713-475-7835	\$4,801,680	2028	16,200



City of Pearland
Laurie Rodriguez
Environmental Services Superintendent
281.652.1813
lrodriguez@pearlandtx.gov

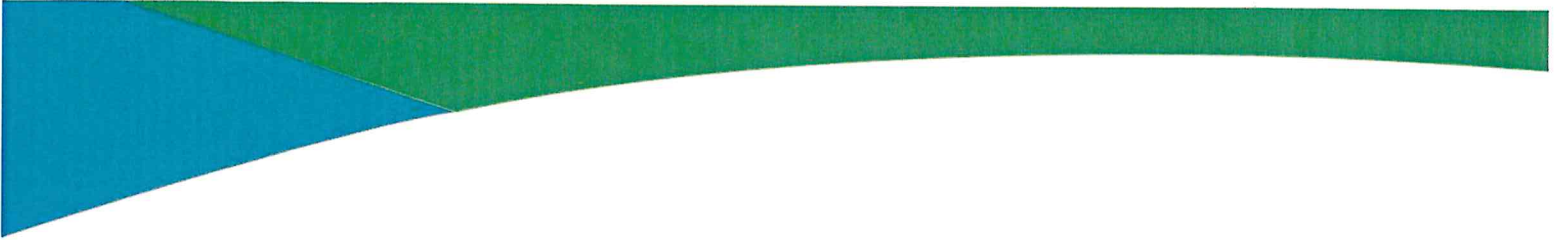
RE: Recommendation for Frontier Waste Solutions for Solid Waste Services

To whom it may concern,

I am the Environmental Services Superintendent for the City of Pearland, and I directly oversee our Town's contract for solid waste services. In 2020, after a lengthy 25-year contract with Waste Management, the City of Pearland decided to seek proposals for the Town's solid waste services for our residential and commercial customers. Town staff hired a consultant to assist us in developing our Request for Proposals (RFP) to ensure all our needs and concerns were addressed. I brought together a team of staff members from various divisions that all would potentially work with the solid waste vendor, including Town Management, Finance, and Code Enforcement. We evaluated multiple companies with qualifications that met our requirements. One company stood apart during our interviews, and we collectively agreed on selecting Frontier K2, LLC (Frontier Waste Solutions) to commence services beginning October 1, 2021. Frontier Waste listened to our needs and we all felt they would provide the best service for our Town.

During the one-year transition, I worked closely with Frontier's A-team, Bill Killian and Shawn Eiras. They always answered my endless questions via calls and emails and were responsive in providing updates to how the transition was moving along each month. The overall transition timeline remained on track, and on Day 1 they were ready to go for both residential and commercial customers. The biggest change we had was transitioning from bag curbside service to cart service for residential trash services, so careful planning and coordination between Frontier Waste and Waste Management was needed to ensure all 37,000+ residential households had both a trash cart and recycle cart prior to October 1st. This transition also included numerous Town-wide communications to residents that was distributed throughout the year during transition, so residents were aware of the upcoming changes in service. Bill and Shawn brought on a well-qualified management and customer service team to work directly with our Town through the transition and going forward once our contract began. I, along with many of our Town staff, have since developed good relationships with Frontier's local management team and customer service representatives. They are always welcoming when we need their assistance.

The one request identified in our RFP that was most important to Town staff was the need for a local customer service center and more personal attention to our Town customers, as this was lacking in the previous contract. Frontier's management team and customer service team work directly out of this local service center. The customer service response has been exceptional to date. We do not expect all will be perfect and that there will be no missed service or that no major issue will ever occur; but we do expect an expedient response and resolution to our customer's needs, which Frontier's staff has delivered. Frontier's customer service reps are friendly, they know our contract, and most importantly, since they are local themselves, they know our Town. Customer calls to Town offices has dramatically decreased, as most calls are now handled through



Frontier's customer service. Escalated residential calls have also significantly decreased from several a week under previous contractor to less than a handful a month under Frontier. Frontier's field supervisor frequently visits with and befriends residents when resolving conflicts, missed service is collected sometimes same day, other times early next morning, and a repeated issue is addressed promptly with their staff, as needed. The commercial team has also been diligent in providing good customer service to all our commercial customers. Supplemental to Frontier's customer service and management communications is Frontier's unique ticket tracking system, TracEZ, which has been fundamental for Town staff documenting call requests and complaints. TracEZ is used by both Town staff and Frontier staff to document tickets. The benefit to Town staff is we can see how and when an issue is responded to and resolved, as well Town staff can query for the history of an address for repeat issues.

In summary, I highly recommend Frontier Waste Solutions for solid waste services for residential and commercial customers. All solid waste haulers can essentially collect trash and no change in service will be without a few disgruntle residents for numerous reasons or without a few hiccups, but what sets Frontier apart is their commitment to customer service to the Town, as well as their commitment to our residents and businesses. Their readiness and eagerness to ensure they are meeting our service needs has been outstanding. They are professional, yet friendly and dedicated.

I can be reached directly by phone at 281.652.1813 or by email at lrodriguez@pearlandtx.gov, if any additional inquiries are needed regarding our selection process, our transition with Frontier, or our contract and progress with Frontier.

Sincerely,

Laurie Rodriguez
Environmental Services Superintendent



3015 Bellmead Drive
Bellmead, TX 76705-3030
Main/254-799-2436
Fax/254-799-5969
www.Bellmead.com

August 10, 2022

Re: Frontier Waste Solutions

To Whom It May Concern,

In my 43 years of public service, I have experienced many solid waste providers and seen firsthand how they manage their customers. Frontier stands alone at the top as the most responsive when it comes to filling their customer's needs.

The enthusiasm and forward thinking by the leaders of this company provide a positive atmosphere that is noticeable in their employees. All associates at Frontier Waste Solutions are knowledgeable, professional, and provide excellent customer service.

Frontier can be described as big enough to handle any job, yet still provide that small town compassionate and caring service. Their prompt response time in addressing any issue, big or small, allows them to build relationships and plug in to the community.

The City of Bellmead has been highly satisfied with Frontier's performance and look forward to continuing to partner with them for many years to come.

Best,


Yost Zakhary
City Manager

THE CITY OF
BALCH SPRINGS
GROWING COMMUNITY

October 13, 2020

Frontier Waste Solutions

Re: City of Balch Springs Trash Round-Up Event

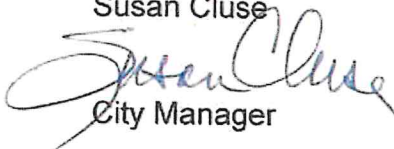
John Gustafson / Tim Henderson / Scott Hunter:

The City of Balch Springs would like to send you and your crews this letter of appreciation for your participation in our very successful Trash Round-Up Event held last Saturday. Thanks to the hard work and preparation of Kohl Weibe and his drivers, this was our easiest and best ran trash event to date. Kohl and his drivers (Chance & Joaquin) were prompt, professional, cordial and enthusiastic. Every interaction I have ever had with Kohl he has shown these qualities, and it appears employees do as well or they are learning from his example. Kohl and his staff had everything in place and ready to go on Friday, then on the day of the event they made sure the dumpsters were switched out as soon as they got full and replaced immediately. They helped keep things flowing which reduced the burden on our staff, and did with a great attitude and enthusiasm. Frontier's staff and the City's staff made a great team, which made for a great event. The gentlemen who was hired to do the shredding was also polite, professional and did a great job. Please pass this along to his employer. If I have missed anyone on the Frontier Team either behind the scenes or on the ground, please express my gratitude to them as well.

Again, the City of Balch Springs greatly appreciates Kohl, Chance, Joaquin and the whole Frontier Team for making the October 2020 Trash Round-Up one of our best yet. GREAT JOB GUYS!!!

Sincerely,

Susan Cluse



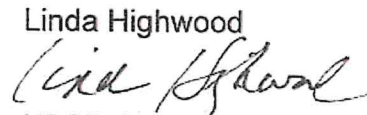
City Manager

William R. Freeman



Director of Public Works

Linda Highwood



KBSB Coordinator

BALCH SPRINGS
35
GROWING COMMUNITY

www.CityofBalchSprings.com

13503 Alexander Rd, Balch Springs TX. 75181

(972) 286-4477



September 2, 2020

Re: City of Dayton Recommendation of Frontier Waste Management

To whom it may concern

Prior to the expiration of the City of Dayton's previous waste management contract, the City went to bid in late 2019. The successful bidder was Frontier K2, LLC a wholly-owned subsidiary of Frontier Waste Solutions. Having been previously served by Waste Management for about 25-years, Frontier successfully helped us convert from twice per week hand-thrown collection to once per week automated cart service. This was quite a change after 25-years of "the old way" and we are very pleased with the way the transition, conversion, and implementation took place on both the residential and commercial sides of the business.

Based on our experience, Frontier's personnel, and their history in the solid waste collection business, it is my belief that Frontier would be successful managing the transition and implementation of any size waste contract, especially those contemplating changing a program from hand-thrown to automated. We found it to be a seamless transition and moving to a Texas-based company gave us a superior communications channel, where any issues are handled quickly and professionally.

It is our pleasure to offer our recommendation of Frontier K2, LLC and Frontier Waste Solutions

Sincerely,

Theo Melancon
City Manager



March 25, 2019

Re: Frontier Waste (LT's Garbage Service)

Dear Sir or Madam,

My name is Tom Warner and I am the City Manager of the City of Liberty. On November 1, 2016, Frontier Waste (LT's Garbage Service) received the solid waste collection contract for the City of Liberty. The contract had been held by the previous solid waste company for over thirty (30) years. Of the proposals received, Frontier Waste submitted the proposal that best met the requirements outlined in the request for proposals.

The proposal submitted by Frontier Waste includes twice a week pickup and once per week bulk and brush pickup. Frontier Waste provides solid waste services to a community with an approximate population of 8500 persons. The services include residential and commercial customers using either bags, cans or dumpsters. Additionally, the City is currently conducting a pilot program using an automated collection system. There is the potential that automated collection system will be implemented throughout the City.

During Hurricane Harvey, Frontier Waste also provided the City with storm debris pickup. Although the amount of storm debris was not significant, they were able to pick up the storm debris within a three-month period.

The staff of Frontier Waste, under the direction of Bill Killian, have operated in a professional manner to both the citizens of Liberty and to City of Liberty employees. Please contact me at 936-336-3684 if you have any questions regarding this referral.

Sincerely,

Tom Warner, P.E.
City Manager

CITY OF GONZALES



820 St. Joseph Street
P.O. Drawer 547
Gonzales, Texas 78629
Phone (830) 672-2815
www.gonzales.texas.gov

April 8, 2020

Re: Frontier Waste Solutions

To Whom it May Concern:

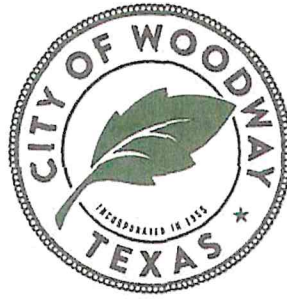
The City of Gonzales would like to take this opportunity to recommend Frontier Waste Solutions to perform solid waste and recycle removal services for your City/Municipal Utility District. Frontier Waste Solutions provides once a week solid waste pick-up and every other week recycle pick-up. They also handle all our commercial dumpsters/roll-offs. We are a community of approximately 7,600 in population. Frontier Waste Solutions submitted a proposal that best fit our needs outlined in the request for proposals and began solid waste services for the City of Gonzales on March 1, 2020. They did a great job in transitioning with the outgoing solid waste provider and making sure all our residential and commercial customers concerns were taken care of.

If you have any questions, please contact me at 830.672.2815 or via email at tpatek@gonzales.texas.gov

Sincerely,



Tim Patek
City Manager



August 10, 2022

RE: Recommendation Letter for Frontier Waste Solutions

Dear Sir:

The City of Woodway would like to take this opportunity to recommend Frontier Waste Solutions to perform solid waste and recycle removal services for the City of League City. Frontier Waste Solutions has been contracted with the City of Woodway since 2017, and has delivered quality service for our residents and businesses. It is the company's community support and willingness to promptly address our residential and commercial customer concerns that have kept our relationship as strong as it is. Communication and attention to detail is ultimately what sets Frontier Waste Solutions apart from their competitors.

Should you have any questions or wish to speak further about Frontier Waste Solutions and their work, please feel free to contact me at (254) 772-4480 or via email at soubre@woodwaytexas.gov.

Sincerely,

Shawn Oubre, Ph.D.
City Manager

CITY OF RIESEL

104 N. Highway 6 - PO Box 249, Riesel TX 76682
Phone: 254-896-6501 Fax: 254-896-2404

Kevin Hogg - Mayor Danny Krumnow - Chief of Police Randy Ehlers - Utility Superintendent Alisha Flanary - City Secretary
Council Members: Marshall Shaw - Mayor ProTem Phyllis Koester - Treasurer Jeanne Lehrmann Bobby Dieterich Jeff Tanner

July 3, 2019

RE: Frontier Waste Solutions

To Whom it May Concern,

It is my pleasure to recommend Frontier Waste Solutions for solid waste collection services in your municipality. As City Secretary here at the City of Riesel, I've worked very closely with their very knowledgeable staff in the transition and implementation of the new solid waste collection service here in our small town. We couldn't be happier with the whole experience. It's been very positive and very well received throughout town. Their work ethic is impeccable and the drivers are so friendly and personable but most importantly, they are so diligent in making sure we are 100% satisfied. They stop by our office every time they are in town and check to see if they are meeting all our needs and expectations. They always encourage us to reach out to them for whatever we need. Customer Service is very responsive to any of our requests or questions. The leadership team is phenomenal as well. We were very impressed with the quality of their trucks and how clean and efficient they are. All customers were given nice, brand new trash carts and the businesses have brand new dumpsters which look so much nicer than the old worn out ones from the previous company. Frontier takes pride in their services and equipment and they take good care of it. They don't leave trash carts in the street or flipped over in the ditches like our old provider did. I just can't say enough good things about this company. Everything so far has been such a tremendous improvement over what we had dealt with for so many years, it's been wonderful. What I really love most is that the owners and staff are easily accessible. This is not some nationwide corporation with millions of customers throughout the country. We were just a very small account to our old company and they did not seem to care about our needs at all. But, Frontier is locally owned here in Central Texas and they thrive on working directly with their customers and we are not just another number with them. Small cities are their lifeblood and they take GOOD care of us. They make sure we know how important we are to them. Frontier truly surpassed our expectations and I am confident that you too would have no regrets about making the switch.

Thank you,

Alisha Flanary

Alisha Flanary
City of Riesel
PO Box 249
Riesel, TX 76682
citysecretary@cityofriesel.org



Italy City Hall
161 W. Main St.
PO Box 840
Italy, TX 76651



RE: Frontier Waste

To Whom This May Concern:

Frontier Waste has serviced the city of Italy for two years. They have given responsible and reliable residential and commercial waste pick up from the beginning. The account representatives are always eager to help with any situations that may arise and are happy to come and check on us periodically. The city of Italy is proud of this business relationship and is willing to recommend them to any other municipality.

If you have any questions, please do not hesitate to contact us.

Sincerely,

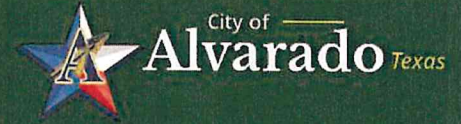
Amber Cunningham

City Secretary

Italy, Texas

972-483-7329

acunningham@italycityhall.org



Experience of Personnel

Frontier is led by a highly respected executive team in the waste management industry with more than 200 years of combined experience providing solid waste and recycling services in Texas. From the inception of our first entity in 2015, Frontier has grown to 16 solid waste collection locations in Texas.

Frontier employ nearly 300 drivers providing service to 200,000+ customers including over 60+ municipal contracts of various sizes.

Texas Based

Texas Proud

www.frontierwaste.com

SECTION V:

CONTRACTOR'S PROPOSAL FOR

SOLID WASTE COLLECTION AND RECYCLING SERVICES

The proposal amount is for a Base Bid including Franchise fees and/or billing fees with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to Franchise fees and/or billing fees. One rate will be established for the Customer, which is the Base Bid including Franchise fees and/or billing fees. The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Alvarado, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

Please complete the following based on Contractor's Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing

Contractor's Background and Experience:

Please describe your background and experience with providing residential solid waste and recycling collections services to public entities or cities. Please also identify the name of the entities or cities for which those services were provided.

Contractor's Resources:

Please list your resources, including total number of employees, number and location of offices and/or services center; number and types of equipment available to be assigned to this contract.

Contractor's Qualifications:

Please describe the number of professional qualifications, including municipal solid waste licenses and other pertinent certification and associations.

CONTRACTOR'S PROPOSED PLAN FOR SERVICE DELIVERY:





Frontier Waste currently services 60 + municipalities in Texas. Our team felt that the following detailed reference selections provide a solid blend of municipalities. We are confident that each will report a positive experience with Frontier. Our customer-focused culture is consistent throughout our footprint and the feedback gathered from our references should provide evidence to support this claim. Customers in Texas ranging from cover all size cities like Pearland and McKinney, to others cities such as White Settlement, Watauga, Mansfield, Whitesboro, Seagoville, Balch Springs.

Our leadership team members and solid waste experience is as follows:

John Gustafson: CEO	25 years of solid waste experience
Alek Orloff: CFO	25 years of solid waste experience
Shawn Eiras, Corporate Director	30 years of solid waste experience
Joe Briarton, Director of Safety	40 years of solid waste experience
Grant Gregg, NTX Area Manager	15 years of solid waste experience
Randy Halcomb, Asst. District Manager	20 years of solid waste experience
Hunter Morgan, Division Manager	4 years of solid waste experience



Frontier Waste Solutions is a regional leader providing specific market knowledge and attention combined with the statewide resources of a larger company. We hope to bring the best of both these benefits to the City of Alvarado. Frontier's leadership is local with a long history of delivering excellent customer service, giving back to the communities we serve, and pioneering new technologies with deep conviction and a commitment to provide a safe workplace for our employees and customers.

We hold our relationships with the cities we serve in high regard and fulfill our commitments. A list of current municipal contracts is provided with contact information for seeking references. We believe that our strength as a company is due to our top-notch personnel combined experience in the solid waste industry. These experiences have been banded together within our company to ultimately provide our customers with unparalleled service. Frontier is fortunate to have such a talented team, and we believe that our company is a best-in-class organization prepared to continue to grow and become a long-term service provider in the Texas market.

We believe that our strength as a company is founded in our top-notch personnel and their individual experiences in the solid waste industry. These experiences have been banded together within our company to ultimately provide our customers with unparalleled service. We are very lucky to have such a talented crew, and we believe that our customers will gladly echo that statement.



Employee Training Plan

Our screening methods for pre-employment meet all TXDOT mandated programs for recruitment of CDL drivers and include:

- Pre-employment drug screening
- Past employment verification
- MVR reports and review
- Road test and certification of road test
- Annual review of driving record
- Random drug and alcohol testing Monthly and weekly safety and customer service training meetings
- Six-week driver training program that incorporates the "Mentor/Work Partner" program for all new drivers
- Other training as needed or as situations arrive that require review

If we are awarded the Alvarado contract, we will notify our employees about the specific requirements of the contract in the following methods:

Drivers and helpers: we will discuss the pertinent items of the contract that apply to their specific line of business so they understand what they will see in the City. An example would be for the Brush and Bulk. We will train them on measuring and understanding what the 2 CY maximum looks like and train them on the forms and tablet use we will require to document extra waste amounts. This will ensure smooth and correct billings, so this is very important. We will also review maps, collection times, any difficult turns or "back-outs" and give them a general understanding of what parts of the contract affect their job. This is very important in light of the liquidated damages portion of this contract.

Customer Service Reps: each rep will be explained the rates of commercial service and given all pertinent matrices for this contract. Each rep will have the ability to look up any and all commercial and industrial accounts so they can review rates, service days, balances, etc. Our reps have experience with several other contracts that are very similar.

Mechanics: our mechanics will operate under the same PM and maintenance guidelines as they currently follow, so this will not be a very significant change in their daily route. However, they will understand the importance we place on the City of Alvarado contract and that their success in maintaining our equipment is as important as ever.



FRONTIER WASTE SOLUTIONS

DRIVER TRAINING PROGRAM

SAFETY IN THE WORKPLACE

INTRODUCTION TO SAFE DRIVING AND THE LAW

- 1.1.1 PROFESSIONAL SAFE DRIVER
- 1.1.2 INCIDENTS, ACCIDENTS "THE SAFETY PYRAMID"
- 1.1.3 THE LAW & the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
- 1.1.3.2 DAILY TRIP INSPECTIONS "PRE-TRIP & POST-TRIP"
- 1.1.3.3 HOURS OF SERVICE "INTERSTATE & INTRASTATE", FMCSA & TEXAS QUIZ SECTION 1

HUMAN FACTORS

- 2.1.1 INTRODUCTION TO HUMAN FACTORS
- 2.2.1 THE FOUR BASIC HUMAN FACTORS
- 2.2.2 ATTITUDE
- 2.2.3 MENTAL-EMOTIONAL STATE
- 2.2.4 PHYSICAL WELL-BEING
- 2.2.4.1 YOUR PHYSICAL CAPACITIES
- 2.2.4.2 DRUGS & ALCOHOL FMCSA PART
- 382 QUIZ SECTION 2

EQUIPMENT AND MAINTENANCE

- 3.1.1 VEHICLE & EQUIPMENT INSPECTIONS
- 3.1.2 SAFETY REGULATIONS "OUT OF SERVICE CRITERIA" & THE ROADSIDE INSPECTION
- 3.1.3 TIRES-FMCSA REGULATIONS-INSPECTIONS-PRESSURES
- 3.2.1 FLEET MAINTENANCE "BEST PRACTICES"
- 3.2.2 AUXILIARY EQUIPMENT & ACCESSORIES
- 3.2.3 DRIVER'S MAINTENANCE REVIEW & FUELING
- PRECAUTIONS QUIZ SECTION 3

ENVIRONMENT

- 4.1.1 DRIVER'S WORKING ENVIRONMENT
- 4.2 ATMOSPHERIC CONDITIONS
- 4.3 ROAD SURFACE CONDITIONS
- QUIZ SECTION 4

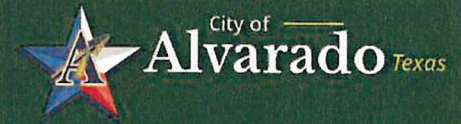
DRIVING GARBAGE TRUCKS SAFELY-TIPS & BEST PRACTICES

- 5.1 BACKING AND BLOCKING
- 5.2 NEGOTIATING CURVES

OJT TRAINING - TRAINERS & MENTORS

- 8.1 GAUGES
- 8.1.2 CHECKING GAUGES & COMMUNICATION
- 8.1.3 AIR PRESSURE
- 8.2 BRAKES & BRAKING TECHNIQUES
- 8.2.1 BRAKING DISTANCE
- 8.2.2 FACTORS THAT AFFECT BRAKING DISTANCE
- 8.3 BASIC SAFE DRIVING AND DEFENSIVE DRIVING TECHNIQUES
- 8.3.1 LOOKING AHEAD FOR HAZARDS
- 8.3.2 CONSTANTLY SCANNING THE AREA-MAINTAINING "THE BIG PICTURE" VIEW
- 8.3.3 MAINTAINING A SPACE CUSHION
- 8.3.4 SAFE FOLLOWING DISTANCES
- 8.3.5 AVOIDING SUDDEN STOPS
- 8.3.6 ENSURING VISIBILITY
- 8.3.7 DRIVER AWARENESS
- 8.3.8 WARNING LIGHTS
- 8.3.9 SPEED LIMITS
- 8.3.10 CHANGING LANES AND MERGING INTO TRAFFIC
- 8.3.11 ZIG-ZAGGING
- 8.3.12 MANUAL TRANSMISSIONS
- 8.3.13 DRIVEWAYS & SIDEWALKS
- 8.3.14 VEHICLE CLEARANCES
- 8.3.15 CONTAINER CLEARANCES
- 8.3.16 CENTER OF GRAVITY
- 8.3.17 HANDLING CHARACTERISTICS OF LOADS ON VEHICLES
- 8.4 OPERATIONAL DISTRACTIONS
- QUIZ SECTION 8





Facilities

Exhibit E

Frontier Waste is thrilled to welcome the City of Alvarado into our Frontier Family!

Following the completion of the award process and Frontier Waste's selection, we will initiate the search for suitable office space in the area. Recognizing that this process may extend beyond one year, we are prepared.

Texas Based
Texas Proud

www.frontierwaste.com



EXHIBIT E - Facilities

Texas Permitted Landfill:

Turkey Creek Landfill
9100 I-35W
Alvarado, Tx 76009

Recycling Facility:

WM-Arlington MRF
1923 Meridian St
Arlington, Tx 76011

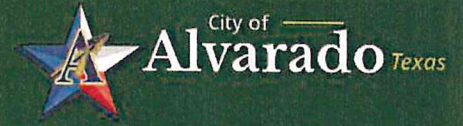
*New facility in south Ft. Worth will be utilized when opened

Hauling Location:

Frontier Waste - Mansfield Hauling
7001 E. Kennedale Parkway
Kennedale, Tx 76060

Resident Dropoff Location:

Frontier Waste - Glen Rose Transfer Station
1691 North FM 56
Glen Rose, Tx 76043



Equipment

Exhibit F

Texas Based

Texas Proud

www.frontierwaste.com



Collection Equipment

Residential Bulk - Rearload Collection

Service Type	Chassis Make/Model/Year	Body Make/Model/Year	Front Line/Spare	Owned/New Purchase
Rearload Collection	2023 Freightliner	McNeilus XC25 - 2023	Frontline	
# of Front Line Units	2			Owned
# of Spare Units	1			Owned

Residential Trash - Automated Cart Collection

Service Type	Chassis Make/Model/Year	Body Make/Model/Year	Front Line/Spare	Owned/New Purchase
Automated Sideload	Peterbuilt 520 -2025	McNeilus ZR - 2025	Frontline	
# of Front Line Units	1			New Purchase
# of Spare Units	1			Owned

Residential Recycling - Automated Cart Collection

Service Type	Chassis Make/Model/Year	Body Make/Model/Year	Front Line/Spare	Owned/New Purchase
Automated Sideload	Peterbuilt 520 - 2025	McNeilus ZR - 2025	Frontline	
# of Front Line Units	1			New Purchase
# of Spare Units	1			Owned

Commercial Frontload

Service Type	Chassis Make/Model/Year	Body Make/Model/Year	Front Line/Spare	Owned/New Purchase
Commercial Dumpsters	Peterbuilt 520 - 2024	McNeilus 40YD - 2024	Frontline	
# of Front Line Units	1			Owned
# of Spare Units	1			Owned

Roll Off / Industrial

Service Type	Chassis Make/Model/Year	Body Make/Model/Year	Front Line/Spare	Owned/New Purchase
Construction Dumpsters	Peterbuilt 567 - 2024	G&H Manufacturing - 2024	Frontline	
# of Front Line Units	1			Owned
# of Spare Units	1			Owned



Container Specs & Equipment



25 Cubic Yard Rear Loader



28 Cubic Yard Automated



40 Cubic Yard Front Loader



Roll-Off



DESCRIPTION OF CARTS

Frontier will provide each residential unit with one (1) 95- gallon cart for trash and (1) 95-gallon cart for recycling.

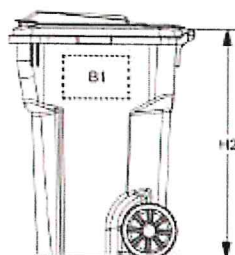
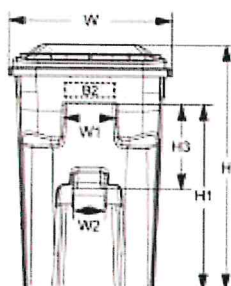
A sample can be provided to City of Alvarado upon request.

- The carts fully meet the specifications as detailed in the RFP and are manufactured by Rehrig Pacific.
- Frontier partners with Rehrig Pacific on carts due to the no questions asked ten (10) year warranty.
- The warranty applies to the original purchaser and the only exception to replacement is loss due to fire or theft.
- Rehrig has a cart manufacturing facility in Dallas, Tx to support our needs locally.
- Frontier Waste will work with our drivers to ensure they handle the carts carefully to limit damage.
- If a cart is damaged during regular collection, they will be replaced at no charge to the city or the resident.
- The carts fully meet the specifications as detailed in the RFP and are manufactured by Rehrig Pacific.
 - Injection molding w/ high density HDPE
 - 30% recycled content
 - Wall thickness of 0.165" and Critical Wear Points 0.19"
 - ANSI load rating of 332.5 lbs



95 Gallon EnviroGuard Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards for Type B & G containers



Specifications	IN/EA	CM/KG
Capacity (Gallons / Liters)	95 Gal	360 L
Overall Depth (D)	33.3	84.5
Overall Width (W)	29.2	74.1
Overall Height With Lid (H)	43.5	110.4
Lift Skirt Height (H1)	33	83.8
Upper Lift Skirt Width (W1)	9.5	24.1
Catch Bar Width (W2)	5.6	14.2
Handle Height (H2)	40.6	103.1
Distance Between Skirt & Catch Bar (H3)	15.2	38.7
Resin Weight	32	14.5
Assembled Weight	35	15.8
Gripping Diameter	28.1	71.4
Nest Increment	5.7	14.4
Carts Per Stack	13	
53' Trailer Quantity	702	

Decoration Areas	WIDTH (IN)	HEIGHT (IN)
Side Brand - Hot Stamp (B1)	11.5	7.5
Barcode & Serial Number (B2)	9.75	1.25
Lid Hot Stamp Brand (B3)	11	2.25
4 color in Mold Label or Hot Stamp (B4)	8	12

Specifications

- Manufacturing Process - Injection Molding
- Material - High-density polyethylene resin (HDPE) Manufacturer: Exxon or Dow Type: HD-6605 Recycled Content of up to 30% PCR Color pigment and ultraviolet inhibitor compounded at 1.5% - 2% by weight
- Wall Thickness - Cart Nominal 0.165" Cart Critical Wear Points: 0.19" (Drag Rail and Axle Box) Lid Nominal 0.140"
- Branding - Hot stamp process permanently imprints logos on cart side body and lid. IML capabilities for the lid
- Visible Bar Code/Serial Number when stacked
- Lid Opening - 270 degrees
- Lid Assembly - Carts are shipped with the lids already attached
- Catch Bar - 1" corrosion resistant zinc plated steel allows favorable nesting ratios. Fully enclosed and doesn't penetrate the cart body
- Axle - High strength, low alloy steel, 3/4" x 22.625", zinc plated or powder coated equivalent for corrosion protection
- Wheels - 10" Wheels, snap-on with 1.4" integrated spacers. Treaded wheel options are available and subject to additional cost and lead time.
- Handle - Handle attachments are integrally molded part of the container body with a gripping area of 16". Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart
- Lift System Compatibility - American semi-automated bar-locking lifters and fully automated arm lifters
- ANSI load rating - 332.5 lbs. (3.5 lbs. Per gallon)
- RFID Enabled Option
- 10 Year warranty
- Decoration Areas: Brands are subject to one time set up fees and IML pricing is dependent on size and the number of colors.



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EQUIPMENT

Frontier Waste will meet the expectations of the City of Alvarado. Frontier Waste is purchasing all new equipment to provide services to the city.





Capacity	Length (ft)	Height (ft/in)	Width (ft/in)
20-yd roll-off	20	4	8
30-yd roll-off	20	6' 2"	8
40-yd roll-off	20	7' 6"	8



Equipment: Routine Maintenance

Frontier has a very rigorous preventive maintenance schedule. Each unit has varying service schedules depending on hours of service and type of vehicle.

All collection vehicles have a spare ratio of 1 spare for every 6 collection vehicles. Frontier purchases all units new with 5 years of bumper-to-bumper warranties on all units. We will purchase Peterbilt and McNeilus trucks because they provide the best onsite maintenance in the industry.

We have two on-staff mechanics to manage and repair any breakdown. Our maintenance system is second to none, and 85% of all our maintenance is performed "in-house." In addition to that, with our ratio of newer trucks, we have warranty help available through dealers such as Mack, Peterbilt, McNeilus, and Heil.

Frontier has the outside of every vehicle steam cleaned weekly. Frontier regularly performs preventive maintenance on every vehicle in the fleet at the following intervals:

A-PM – 150 Hours - Full truck inspection

B-PM – 600 Hours - Full truck inspection + Oil Change

PM A – 3000 hours Hydraulic System Filtration

PM A – 3000 hours Automatic Transmission

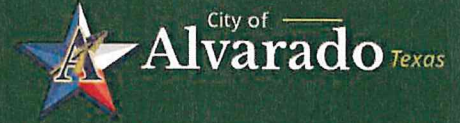
PM B – 6000 hours Automatic Transmission

PM B – 6000 hours Differentials and Manual Transmission

PM A – 600 hours Utility Trailer

PM A – 60 Day Utility Trailer





Contractor's Proposed Plan For Service Delivery

"The Frontier Way"

**Our Operations Plan is a proven method of approach.
Our team has handled many new starts ups and can do the
same for City of Alvarado.**

Our current customers can tell you all about it!

**City of Whitesboro, City of Watauga, City of Howe, City of
White Settlement, Mansfield, Mckinney and City of Pearland.**

**Texas Based
Texas Proud**

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CITY OF Alvarado RFP #2025-001

SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES

CONTRACTORS PROPOSED PLAN FOR SERVICE AND DELIVERY

On a separate sheet labeled "Contractors Proposed Plan for Service Delivery, please describe how each service will be accomplished and performed in the service area.

Specifically:

- A. Describe the Methodology for Garbage Collection to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area
- B. Describe the plan to provide Recycling Collection Services to include the following:
 - 1. Proposed method Route description
 - 2. Proposed days of service
 - 3. Collection equipment capacity
 - 4. Number of vehicles used to service the area
- C. Provide the list of landfills, disposal sites and recycling centers the Contractor intends to utilize. Please state whether these are owned by the Contractor and provide evidence of the right to utilize the landfill for the purposes of this Contractor for the term of the Contract and any extensions.
- D. Provide a list of reserve equipment and personnel available to ensure timely delivery and completion of all services.
- E. Provide Implementation and Operations Plan, detailing the number and type of vehicles to be used number of personnel, procedures, transition procedures etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services.
- F. Describe the service office and procedures:
 - 1. Hours of operation
 - 2. Procedure for tracking vehicle
 - 3. Procedure for responding to request for service
 - 4. Identify the names of the contacts for the City
 - 5. Identify emergency contacts





Contractor's Proposed Plan

A. Garbage Collection Services

Frontier will collect residential MSW with one (1) automated side load type truck with a rated capacity of 11.25 tons. MSW will be collected once weekly, the team will consist of one (1) CDL driver in an ASL. Bulk items (e.g., mattresses, stoves, furniture, etc.) will be collected by two (2) rear load type trucks with a rated capacity of 12 tons. Bulk will be picked up on the second Wednesday of each month.

B. Recycling Collection Services

Frontier will collect residential Recycling with one (1) automated side load type truck with a rated capacity of 11.25 tons. Recycling will be collected once weekly, the team will consist of one (1) CDL driver in an ASL.

C. Disposal Sites and Recycling Centers

Frontier will use Waste Connections owned Turkey Creek Landfill and WM owned Recycling Center to dispose of MSW and Recycling.

D. Reserve Equipment and Personnel

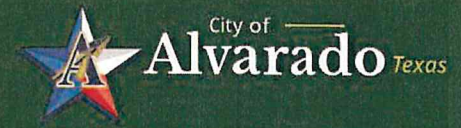
Frontier maintains a sufficient spare ratio of trucks and drivers to ensure the city is serviced.

E. Implementation Plan

Frontier plans to coordinate a joint effort across our North Texas divisions to get all commercial containers delivered. Our cart vendor will deliver carts to homes as they are received. Drivers and helpers will attend a kickoff meeting where service expectations and contract requirements will be discussed. In the weeks prior to start, drivers will prerun their assigned sections of the city to ensure a seamless transition between contractors.

F. Customer Service

- 1. 8AM - 5PM, Monday - Friday.*
- 2. Frontier uses Samsara to track assets.*
- 3. The site will utilize our system TraceEZ to report any issues we come across within all residential, MSW, Recycling, Brush & Bulk system. The system will assign a trackable ticket number, in which we document issues by type. The ticket will be reviewed by our staff and then dispatched out to a driver or action will be taken to resolve. This is all noted in the system for the City to see the why, when, all notes, and the final completed ticket.*
- 4. Customer Service will be provided a list of City contacts for reference.*
- 5. Customer Service is provided a list of emergency contacts for every city Frontier services.*



Disaster Management Plan

Exhibit C

Frontier Waste has first hand experience in response to Disasters in South Texas. Our customers, City of Liberty and City of Dayton, called us and we responded. We worked with the cities to ensure FEMA reimbursement and cleaned up the cities

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For our Disaster Management Plan (DMP) component of the proposal it is best for us to point to our 2017 efforts in the City of Liberty after Hurricane Harvey subjected Liberty to the kind of historic damage it unleashed on so much of Texas. We are the franchise waste hauler for Liberty and have been since October of 2016. Liberty has about 2,500 homes, 9,100 population.

During the 60-days post Harvey, we mobilized equipment resources and removed 1,975 cubic yards of storm debris that was mostly generated by flooding. Working with the City Manager and staff we were able to coordinate pick-up efforts in areas most affected on a program that saw us collect debris, and then circle back one to two weeks later when the next wave of debris was cleaned out of homes and taken to the curb. Liberty was one of the first cities cleaned up post- Harvey on the east side of the Houston metropolitan area due to our cooperative efforts.

The collections were facilitated by our own crews using our grapple truck set up for larger bulky items. For smaller, flood- water ruined household items, we employed our Kubota 48" grapple-claw bucket and scooped up waste and then directly loaded this material into a rear load garbage truck. This allowed us to compact the waste and efficiently deliver storm debris to the disposal site. To ensure we were ahead of any equipment issues, we rented two extra vehicles and increased maintenance intervals by fifty percent.

After the extensive project was complete, we worked with the City Manager and Public Works Director Tom Warner to see that all documentation was provided for FEMA funds reimbursement.

We believe that Mr. Warner will attest to our efforts in all regards listed above. Making this effort even more extraordinary is the fact that our hauling facility in Dayton, TX was under 4- feet of water post-Harvey.

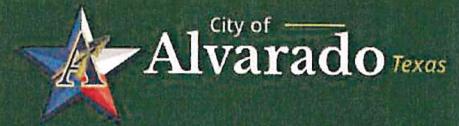




Therefore, our DMP plan is solid and “battle-tested” and we would utilize the process for the City of Alvarado should the need arise. Within eight hours of the end of a declared disaster event we would have DMP managers in the City to evaluate the situation.

- Coordinate our fleet and assess what extra waste collection vehicles – if any – are needed to facilitate a fast remediation of the damages. If more units and operators are needed, we would acquire the needed vehicles and personnel from our Wilmer, Cresson, Mansfield, Texoma, Hillsboro, Hearne, Cresson, Justin, Pearland, Dayton, Pearland, Jersey Village facilities as needed.
- If more equipment is needed beyond our current resources, Frontier would work with our rental equipment partners to acquire the necessary vehicles.
- We would have daily communications and meetings as needed with City Staff to ensure clean-up efforts were well understood and reported on for effectiveness.
- Provide daily and weekly records of materials collected, hours worked, disposal sites utilized along with all documentation – route sheets, disposal tickets, hours log, etc. to assist the City in any future FEMA filings for reimbursement.





TRANSITION PLAN

“During the one-year transition, I worked closely with Frontier’s A-team, Bill Killian and Shawn Eiras. They always answered my endless questions via calls and emails and were responsive in providing updates to how the transition was moving along each month. The overall transition timeline remained on track, and on Day 1 they were ready to go for both residential and commercial customers”

**By: Laurie Rodriguez Environmental Services
Superintendent City of Pearland**

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TRANSITION PLAN Objective

Frontier Waste Solutions' goal is to provide the City of Alvarado with a detailed transition plan to communicate our steps to a seamless transition. Our key ingredients include the following:

- Create a consistent communication flow with City staff to instill confidence in our plan and abilities.
- To successfully distribute trash and recycling receptacles to all Residential and Commercial/Industrial customers in an efficient and organized
- To thoroughly communicate all program details to Alvarado's customers
- To train our staff for day one success.

A.FRONTIER TRANSITION TEAM MEMBERS

Frontier Waste Solutions Contact Information			
Transition Contacts		Phone	Email
Shawn Eiras	VP of Operations	214-534-3955	seiras@frontierwaste.com
John Higdon	Municipal Manager	817-676-8644	jhigdon@frontierwaste.com
Randy Halcomb	Asst. Area Manager	817-291-5012	rhalcomb@frontierwaste.com
Grant Gregg	Area Manager	817-929-4703	ggregg@frontierwaste.com
Joe Briarton	Safety Director	954-257-1320	jbriarton@frontierwaste.com



B. PLAN COMPONENTS

- **Step 1: Establish Timeline – Create timeline that includes all phases of transition, with responsible parties, for an organized layout of tasks.**
- **Step 2: Place Equipment Orders– Once service options have been confirmed, equipment is ordered**
- **Collection Vehicles – Trash and Recycling**
 - **95 Gallon Trash Carts**
 - **95 Gallon Recycling Carts**
- **Step 3: Meet with City Staff – Frontier’s team meets with City Staff to review the transition plan and gather additional information. Examples of additional Info:**
 - **Review RFP & Contract – Discuss RFP and Contract with City Staff**
 - **Confirm Service Option(s) Selection – will ensure proper equipment is ordered**
 - **Provide Information on Management Personnel for Transition Project**
 - **Route Detail Approval – present routing suggestions collection schedule and gather feedback from City staff**
 - **Customer Lists – Obtain residential and commercial customer lists with equipment detail**
 - **Obtain Handicapped Resident List – to incorporate in routing and driver training**
 - **Discuss program detail to create literature/educational resources –discuss flier/pamphlet draft date, approval date, and print date, and mail out process**
 - **Trash & Bulky Item Collection, Recycling Collection, Annual Cleanup Schedule and Details**
 - **Cart Staging Area - receive approved cart and commercial dumpster staging location within City limits to ensure timely distribution and secure area**
 - **Cart Assembly & Distribution Schedule – propose cart delivery timeline and maps with daily start and finish points and receive approval**
 - **Number of crews on street and number of homes to be completed per day**
 - **GIS maps highlighting scheduled days and # of homes**
 - **Timeline Review and Feedback – any of our initial timeline is up for discussion to better accommodate the needs of the City**



- **Step 4: Establish Detailed Transition Plan – Update detailed operations transition plan to submit to City for approval**
- **Step 5: Meeting follow up, with City staff, with responses to Q & A, updates, and further questions Final Route Maps Provided Final Cart Delivery Schedule Provided Updated Timeline Provided Discuss program literature Discuss staging area.**
- **Step 6: Create Program Literature – Create pamphlets, in adobe format, and submit to City for review and input.**
- **Step 7: Submit Program Literature Templates for Printing – Send approved program literature templates to printer for production and receive date of completion.**
- **Step 8: Follow-Up Meeting with City Staff – Schedule follow up meeting with City staff Introduce all Frontier's team members Fine tune lines of communication (City Staff/Operations, City Staff/Customer Service) Transition timeline status Discuss any updates.**
- **Step 9: Web Site Link/Email Set-Up/Frontier Waste App/TracEz – Frontier will provide a link for the City of Alvarado webpage that will allow customers to access service detail literature, brochures, contact info, and location information. An email address will also be created for all correspondence from City of Alvarado staff and/or customers. In addition, the TracEz portal and Frontier App will be set up and training in the programs will be scheduled.**
- **Step 10: Deploy Sales & Recycling Reps for Information Gathering – Frontier sales representatives will be deployed in the City of Alvarado to reach out to all commercial customers for the following: Meet and greet to introduce our company and services provided Quick Q&A to confirm service levels, container sizes, container placement, recycling program options and pricing Note special requests Collect information to seek opportunities for Frontier to utilize products or services from customer Provide Pamphlet Handouts.**



- **Step 11: Coordinate Staging Area Set Up** – Operations manager coordinates staging area set up, per City’s guidance, to be positioned for delivery of multiple loads (18-wheeler) of carts and multiple loads of commercial/industrial containers. Identify Staging Area Order temporary fencing, if necessary, order temporary equipment - Forklifts, trucks, and trailers. Provide physical location address to all parties delivering equipment.
- **Step 12: Dry Run Routes** – Route driver’s dry run residential routes in preparation for cart arrival and distribution
- **Step 13: Distribute Program Literature** – Mail out program literature and organize program literature inserts that will be tied/attached to new carts upon delivery. This will provide multiple efforts of communication to residents before contract start date.
- **Step 14: Cart / Container Arrival** – Accept equipment and neatly organize staging area for effective use of property.
- **Step 15: Attach Literature to Carts** – Attach residential program literature to handle of recycling carts in plastic bags.
- **Step 16: Cart Distribution** –Set up cart distribution crews. Third Party crews will have trucks, trailers, and 3-man crews with electronic route maps that identify what sections will be completed each day along with scanners that track deliveries by address. The City will have access to daily reports on our cart vendors web-based portal to observe progress.
- **Step 17: Commercial Container Distribution** –Container delivery drivers, with container delivery vehicles and trailers, will deploy all commercial containers per specifics on final customer list after customer visits by sales representative. Any changes and or updates will be provided to the City as soon as possible. Frontier will work with current provider on scheduling and removal of incumbent’s containers. If necessary, FWS will coordinate removing current providers containers while making deliveries of new containers.



- **Step 18: First Week of Service** – Residential routes will start at 7 am and five to six members of management will be present in the City limits for the first week to conduct route observations and manage communications between Frontier and the City. Our drivers will notate and communicate all addresses that do not have carts out for first week of service. This will ensure late set outs are noted prior to call in from resident. Any late sets will be serviced the following service day.
- **Step 19: Manager Check in** – Transition team lead of Frontier's management team will check in with City Hall prior to our collection trucks leaving the City to make sure resident requests are handled promptly. This will take place until a comfort level is established with the City staff.
- **Step 20: Staging Area Cleanup** – Once all deliveries are conducted and customer requests are properly handled, the staging area will be cleaned up and vacated.



CITY of ALVARADO
"SAMPLE" TRANSITION PLAN TIMELINE



	Time Line	Task	Responsibility	Remarks	Completed
MARCH 2025	Tuesday, March 11, 2025	Contract Award by City Council	City of Celina	City Council Awards Contract	
		Contract Negotiations	FWS Team/City Staff	Discuss contract terms and conditions, finalize all services / contract language, sign agreement	
		Order collection trucks	Shawn Eiras	Order all Residential/Commercial/Industrial collecton vehicles and trailers	
		Order carts	Shawn Eiras	Order all Residential & Recycling carts from vendor and establish A&D timelines	
		Order commercial containers	Shawn Eiras	Order all 2 cubic yard through 8 cubic yard Commercial containers and establish delivery timelines	
		Kick Off Meeting with City	FWS Team/City Staff	Initial meeting with city and Frontier staff to review plan components and gather necessary information to begin Transition Plan execution	
		Follow up meeting with City	FWS Team/City Staff	Discuss education plan, literature distribution schedules, update transition plan	
APRIL 2025		Create program literature	Korey Medart	Formalize all solid waste and recycling services literature for distribution to residents	
		Final approval of program literature	FWS Team / City Staff	Both parties provide final approval on literature for distribution to residents via Mailout/Water Bills	
		Submit program literature for printing	Korey Medart	Submit to local printer for production of all program literature	
		Upload Program Literature	Korey Medart	Upload program literature and start dates to social media sites, Frontier's website, and city's website	
		Mail out new vendor notification literature	Korey Medart	Mail out first round of resident communication regarding new vendor transition	
		Meet with City	FWS Team / City Staff	Meet with City Staff to discuss details of education delivery, routing, service map creation	
		Customer Education Events	FWS Management Team	Establish educational event plan - meet with HOA's, city organizations, etc...	
		Develop Plan of Action for Imformation Gathering	Korey Medart	Develop plan of action to deploy sales and marketing team in field to meet with all commercial and industrial customers. Goal is to confirm all service levels and identify gates, locks, obtain accessibility and determine compactor needs and installation	

Frontier Waste Solutions Contact Information			
Transition Contacts		Pho ne	Email
Shawn Eiras	VP of Operations	214-534-3955	seiras@frontierwaste.com
John Higdon	Municipal Manager	817-676-8644	jhigdon@frontierwaste.com
Randy Halcomb	Asst. Area Manager	817-291-5012	rhalcomb@frontierwaste.com
Grant Gregg	Area Manager	817-929-4703	ggregg@frontierwaste.com
Joe Briarton	Safety Director	954-257-1320	jbriarton@frontierwaste.com

CITY of ALVARADO
"SAMPLE" TRANSITION PLAN TIMELINE

	Time Line	Task	Responsibility	Remarks	Completed
MAY 2025		Begin Operational personnel recruiting	FWS Team	Begin process to recruit all necessary Drivers & Helpers - Goal to hire 15 CDL Drivers and 5 Driver Helpers - also hire 1 Dispatcher and 1 Operations Supervisor	
		FWS Reps conduct Commercial / Industrial customer visits	Alan Cox	4 reps will begin process of visiting all Commercial / Industrial customers to gather service and billing information.	
		Update equipment orders	Shawn Eiras	Update order all Roll-off open tops and compactors for Industrial customers. Schedule compactor installs to ensure compliance with necessary loading platforms required.	
		Update equipment orders	Shawn Eiras	Update equipment order for commercial customers based on commercial blitz feedback.	
		Meet with City	FWS Team/City Staff	Meet with city staff to discuss progress and go over remaining items on Transition Plan	
		Meet with City	FWS Team/City Staff	Meet with city staff to discuss progress and go over remaining items on Transition Plan	
		Meet with City	FWS Team/City Staff	Meet with city staff to discuss progress and go over remaining items on Transition Plan	
		Meet with City	FWS Team/City Staff	Review Transition Plan, schedule Frontier Waste App and Trac EZ training with appropriate city personnel	
		Begin New Employee orientation and classroom training	Joe Briarton	New employees will begin a one week orientation and training program in a classroom setting	
		Begin new Employee field training	Joe Briarton/Randy Holcomb	New Drivers & Helpers will complete one week field training for their respective classification	
		Meet with city	FWS Team/City Staff	Meet with city staff to discuss progress and go over remaining items on Transition Plan	
		Secure and prepare all equipment staging areas	Shawn Eiras	Prepare all equipment staging areas for deliveries of all equipment to include necessary fencing, portable toilets, forklifts, generator units for power and ensure ground is prepared for heavy equipment deliveries.	
		Train FWS Customer Service Representatives	Korey Medart	Train Customer Service Representative on all of the City's service details (service days, materials collected, etc.)	
		Print Program Literature for Cart Distribution	Korey Medart	Send order to local printer for production of program flier	
		Collection truck arrival	FWS Vendor	Receive route trucks and conduct inspections	
		Package Program Literature for Distribution	Korey Medart	Insert program fliers into bags to be attached to recycling carts upon delivery to residents	
		Begin receiving commercial/roll off equipment to staging area	Randy Holcomb	Commercial and roll-off dumpsters begin deliveries to staging areas. All containers will be branded and prepared for delivery to customers.	
		Cart deliveries start from vendor (Dallas, Tx) to staging area	Vendor	Cart deliveries start from vendor's Dallas manufacturing plant	
		Mail out fliers/program literature	Vendor/FWS	Fliers get direct mailed to residents communicating new residential services program	
		Meet with city	FWS Team/City Staff	Meet with city staff to discuss progress and go over remaining items on Transition Plan	

CITY of ALVARADO
"SAMPLE" TRANSITION PLAN TIMELINE

	Task	Responsibility	Remarks	Completed
JUNE 2025	Delivery of commercial dumpsters	FWS Delivery Team	Begin process of delivering all commercial dumpsters and industrial and roll-off containers to customers	
	Cart vendor starts cart delivery to residents	Vendor	Residents receive new FWS carts with program literature	
	Drivers begin dry run for new routes	Randy Holcomb	Residential/Recycle/Commercial Drivers & Helpers	
	Training for City Staff - TracEz & Processes and Procedures	FWS Team / City Staff	Train City Staff on TracEz customer service system, review processes and procedures	
	Test TracEz System & Frontier Waste App	FWS Team/City Staff	Test systems to go live with Frontier App and TracEz	
	Meet with city	FWS Team/City Staff	Meet with city staff to discuss progress and go over remaining items on Transition Plan	
	Meet with city	FWS Team/City Staff	Final meeting with City Staff prior to startup to discuss any key topics and review processes and procedures	
JULY 2025	Service Day 1 - Week 1	FWS TEAM	8 FWS Management Team Members In the Field & Communicating with City Contact All Day	
	Service Day 2 - Week 1	FWS TEAM	8 FWS Management Team Members In the Field & Communicating with City Contact All Day	
	Service Day 3 - Week 1	FWS TEAM	8 FWS Management Team Members In the Field & Communicating with City Contact All Day	
	Service Day 4 - Week 1	FWS TEAM	8 FWS Management Team Members In the Field & Communicating with City Contact All Day	
	Meet with City	FWS Team / City Staff	Meet with City Staff to go over week one operations	
	Service Day 6 - Week 2	FWS TEAM	8 FWS Management Team Members In the Field & Communicating with City Contact All Day	
	Service Day 7 - Week 2	FWS TEAM	8 FWS Management Team Members In the Field & Communicating with City Contact All Day	
	Service Day 8 - Week 2	FWS TEAM	8 FWS Management Team Members In the Field & Communicating with City Contact All Day	
	Service Day 9 - Week 2	FWS TEAM	8 FWS Management Team Members In the Field & Communicating with City Contact All Day	
	Service Day 10 - Week 2	FWS TEAM	8 FWS Management Team Members In the Field & Communicating with City Contact All Day	
	Meet with City	FWS Team / City Staff	Follow up meeting after Week two of service	
	Staging Area Cleanup	FWS TEAM	Clean up staging area and vacate	



Proposed strategy for Customer Communication

- 1. Frontier Waste Solutions will establish literature for residential and commercial customers to be reviewed and approved by City Staff.**
- 2. The literature will be physically distributed to customers in hard copy format 30 days prior to contract start date.**
 - a. Commercial customers will receive information during face-to-face meet and greets by Frontier sales representatives.**
 - b. Residents will receive a copy of the residential services brochure through City-wide mailout and local paper.**
 - c. If needed, Frontier will attend an informational City Hall meeting.**
- 3. Electronic copies of our literature will be posted on:**
 - a. The City's website(s)**
 - b. Social media platforms**

A photograph of a man with a beard and mustache, wearing a yellow safety vest over a dark shirt. He is holding a white sign with green text that reads "TEXAS BASED. TEXAS PROUD." The background is slightly blurred, showing what appears to be a construction or industrial setting.

TEXAS BASED.
TEXAS PROUD.



Outreach/Education Plan: The Frontier Team will take the same approach to establishing a program for the City of Tomball. Knowing that the current program is not at the level of success that the City deems acceptable, our team will put together an improvement plan to educate the community, inspect collected materials, and improve contamination levels.

ONE MAIN KEY: Educate the children! Educate the children at school and allow them to take that knowledge home to educate their parents at the dinner table. This method has been effective in the past and can be effective in the future.

How will we do this? Our team will meet with the local schools to set up presentations for select grades/classes. During the presentations we will educate as well as establish creative "recycling challenge" projects that will be voted on and acknowledged throughout the community.

OTHER KEYS TO A RECYCLING PROGRAM:

- **Tagging Carts:** provide our drivers with "Communication Tags" that they will attach to the recycling carts when contamination is observed (trash or non-recyclable items in the cart). The "Tag" will be tied to the recycling cart and provide a notification to the resident that the recycling cart was not serviced due to unacceptable contents.
- **Detailed Load Audits:** Frontier will conduct load audits to pinpoint where most of the contamination is generated from. Often you can identify a where your problem areas are located by looking at the load of recyclables (beginning of the route, middle, or end).
- **Random Cart Checks and Policing:** A member of Frontier staff will be spot checking recycling carts to monitor contamination and tagging carts. In addition, we could partner with community organizations such as the girl scouts, boy scouts, members of different organizations can get involved to help the community become more recycling focused by policing cart contents.
- **Route Driver Auditing & Feedback:** The best information comes from your weekly recycling driver. Frontier's recycling truck will be equipped with a camera that allows the driver to see (from the driver's seat) what materials are being dumped out of the cart. Our driver will be trained to identify and record non-compliant



carts/addresses and pass this information along to our management team for proper action.

- Repeat Offenders: Frontier will work with City Staff to properly address the repeat offenders that continue to throw trash or unacceptable materials in their recycling cart. The City will ultimately decide what type of ramifications are necessary to combat the ongoing problem. Some solutions that could be implemented include: 1) pull the residents recycling cart, 2) assess a violation (some cities take this approach) or contamination fee, 3) create a mail out notice, handwritten by the school children, to encourage proper recycling habits in the community.

OUTREACH PLAN AND METHODS for RECYCLING/TRASH/BULK PROGRAM, COMMERCIAL BUSINESSES:

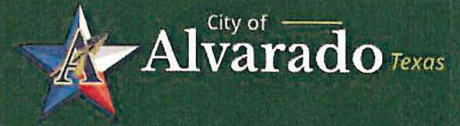
- Initial Communications: Frontier's initial communications will include our residential services communications flier. This flier will provide all of the solid waste and recycling program details including acceptable recyclables, route schedules, contact information, etc. Fliers will be distributed by the following channels:
 - Water Bill – 3-4 weeks before the contract start date fliers will go out with Utility Bills
 - Mailer – 2-3 weeks before the contract start date fliers will be mailed to residents.
 - Social Media – program information will be presented on the Frontier and City of Pasadena's social media pages (Chamber, City, Etc) as well as Nexdoor and other outlets that the City Staff and Frontier deem to be effective. A consistent dose of social media content before and during the startup can be an effective tool for educating the general public. Our Marketing professional (Kaylie Kuehler) will work with key City Staff members and community leaders to devise the best approach to reaching the vast majority of the City's residents.
 - Commercial Business Posters - **Frontier** will visit with local businesses to explore presenting informative posters for patrons to view. QR codes will be incorporated that will allow residents to scan and receive information on their phones.
 - Cart Fliers – New carts that are distributed prior to contract startup will have a detailed service flier attached for residents to obtain them when they initially retrieve them from the street after delivery.



- Town Hall Meetings - Frontier can conduct town hall meetings for the community where open Q&A can be conducted to further educate the community. Town hall meetings may be a productive way to initially kick off the programs and promote proper recycling habits. Communications on town hall meetings will be a joint effort between the City and Frontier Waste Solutions.
- Local Publications - Frontier will engage the local paper to publish a notification of our service startup and communicate key communication points to the community.

➤ Ongoing Communications:

- Social Media – Consistently reminding the community about recycling “do’s and don’ts” as well as trash service particulars by pushing information through social media has proven to be effective. Our team will maintain a flow of information to the community to stay on track and also help educate new residents.
- Cart Communication Tags – Cart communication tags will be a continuous source of effective communication throughout the term of our contract with the City.
- Quarterly Utility Bill Newsletter – A quarterly reminder from Frontier via the City’s water bill distribution is a great way to communicate the quarterly bulk/brush collection schedule and acceptable materials, trash, bulk and recycling reminders, and any other trash or recycling related information.
- Quarterly Meetings with City Staff – Frontier feels that quarterly meetings between Frontier and City Staff will create a consistent forum where updates can be communicated, and ideas can be shared on ways to make improvements to processes and procedures to achieve the desired result whether the goal is recycling contamination reduction or more effective ways to communicate to residents.



Customer Service & The GPS Tracking Program

Laurie Rodriguez – Head of Customer service- City of Pearland.
“When we brought Frontier on board, their incredibly dedicated Team of professionals has made the City’s life so much easier. While no company is perfect, Frontier’s TracEZ program allows our residents to enter issues and the tickets are sent to the City and to Frontier. We can see when the tickets are successfully resolved, and the residents are notified as well.

We love the TracEZ system!”

Laurie Rodriguez- “Frontier’s customer service. Escalated residential calls have also significantly decreased from several a week under previous contractor to less than a handful a month under Frontier”

**Texas Based
Texas Proud**

www.frontierwaste.com

Customer Service and Quality Assurance Plan

WHAT SETS FRONTIER WASTE APART FROM OTHER VENDORS???

"I'm Laurie Rodriguez – head of customer service for the City of Pearland. When we brought Frontier on board, their incredibly dedicated Team of professionals has made the City's life so much easier. While no company is perfect, Frontier's TracEZ program allows our residents to enter issues and the tickets are sent to the City and to Frontier. We can see when the tickets are successfully resolved, and the residents are notified as well. We love the TracEZ system!"

- Our team and the City Staff will utilize our exclusive and industry changing TracEZ program to track, communicate, and manage customer requests, complaints, bulk service, and driver feedback in the field
- Driver's will have a TracEZ app on their phone that will allow them to take photos of the out of compliance situation and upload them into the TracEZ portal that is accessible by the City, Frontier Staff, and route drivers
- When an "event" is uploaded it is automatically time stamped and coordinates for the address will be provided allowing for a mapped view of the location. The driver can put notes in the event to communicate specifics if necessary. This event will then be automatically sent to our supervisory team for follow up and completion. The supervisor will then schedule a visit and communicate with the resident to resolve the inquiry and/or schedule any collection, as needed. When the driver completes the collection, they will then take a photo and upload it into the TracEZ portal.
- The supervisor will then review and complete the event. The City Staff will have complete visibility on open and closed/ completed events which creates an invaluable level of visibility and transparency for effective collections and communication
- Daily/ monthly/ weekly reports can be ran in less than one minute to view a complete list of all events. Please ask our current municipal customers about TracEZ: City of Balch Springs, City of Pearland, City of Mineral Wells, City of Watauga, City of SpringCity, City of Whitesboro. Contractor's procedures and amount of time to promptly respond to and resolve problems that are communicated to Contractor by the City. Frontier will have a dedicated local Division/Site manager, route supervisor, and dispatcher assigned to the City.
- Residential/Recycling/Bulk/Brush/Unusual Accumulation problems should be resolved same - day assuming crews are still collecting when problem is identified. If all crews are complete for day, any issues will be resolved immediately the morning after the inquiry. When receiving a call or email presenting an issue with any customer (commercial, residential, roll off) that needs to be promptly resolved, Frontier will utilize our proved and effective TracEZ system. This is a tool that truly HOLDS THE CONTRACTOR ACCOUNTABLE FOR SERVICE! Look below for more information on our TracEZ program
- Contractor will utilize its GPS tracking system to deal with issues such as missed pickups, blocked carts/containers, contamination, or excess waste, and how this system will be utilized to provide timely reports to the City regarding these issues
- For Frontier to be the BEST IN CLASS when it comes to customer service, we utilize two tools to manage our team and to effectively manage our service inquiries. Samsara and TracEZ. Our team is very confident that these two technologically advanced systems are ample support tools to be a successful service provider

Customer Service and Quality Assurance Plan

- Frontier takes pride in a culture that focuses on doing the job right the first time. We are a service organization, and every employee from the top down understands this concept. Owners, managers, supervisors, and employees throughout the organization work together to accomplish the goal of meeting or exceeding customer expectations.
- Our service crews are trained to start their routes at the same time each week and to run the route the same way every week. Being on the Frontier team requires all employees to be consistent, safe, and dependable. Maintenance personnel are trained to perform preventive maintenance on vehicles to achieve our service excellence goals. Operations and maintenance personnel work together to produce a “well-oiled machine” that provides superior service.
- However, we have documented procedures in place for quick resolution when challenges arise. We respond to Customer Service & Quality Assurance Plan all service inquiries and complaints immediately. Generally, we resolve complaints on the same day they are received. We believe that regardless of the reason for a report of a missed collection (late set out, driver oversight, etc.), it needs to be recovered as soon as possible. We make every effort to accomplish this goal. Office employees are empowered to make decisions to resolve customer complaints immediately.

Frontier drivers are trained to return and resolve these matters regardless of the reason. There are several touchpoints for City staff and residents:

- City personnel will receive a contact list of key personnel at Frontier
- Toll-free number that will be placed on every cart and dumpster
- Requesting service via our Frontier Waste App.
- Placing a service request via our website – www.Frontierwaste.com
- Social media accounts are another way customers can reach out for immediate assistance
- TraceEZ online customer service request platform as required by the RFP, customer service department will be staffed with highly trained customer service representatives. We have fourteen (14) service-oriented, well informed, CRS to handle the City’s needs. The customer service support team is not an “out of touch call center”. Our representatives are trained and understand the service requirements for the South Texas market area and will be well versed on service particulars for Pasadena. Frontier prides itself on management team members being available around the clock for the City’s needs and / or concerns. If challenges arise late in the evening our team will do our very best to address any issue as soon as possible.

Operations Hours: 7:00 A.M. - 6:00 P.M. (or until routes are complete)

Customer Service Hours: 8:00A.M. until 5:00P.M.

Contact: Natalia Pacheco - Customer Service Manager

Phone: 936-258-9035



Holiday Schedules

In the event that, a holiday falls on a trash or recycling service day, services will be pushed to the following day.

Holidays Observed: Thanksgiving, Christmas Day, and New Years Day.

Inclement Weather Procedures

In the event that, the area experiences inclement weather, the following procedure will take place to assess conditions and communicate to the City promptly:

- 1. Prior to a weather event, a Frontier Waste manager will assess conditions and closely monitor the weather, and proactively communicate an anticipated plan to the designated City representatives**
- 2. At 4:00am the following morning a Frontier Waste representative/manager will patrol the City and the surrounding area to assess conditions and safety risk**
- 3. As soon as the Frontier representative/manager deems conditions 1) too dangerous for safe operation, or 2) clear to operate, he/she will notify the City via email and phone call as soon as possible with route delays or cancellation**
- 4. If conditions improve dramatically, Frontier may decide to operate later in the day and will communicate intentions with the City and seek approval.**
- 5. When routes are canceled for the day, Frontier will operate the following morning if conditions allow**
- 6. Frontier Waste will post notices/updates on social media to keep customers informed**



Frontier has fourteen customer service representatives, located in the North Texas market. The team is led by Customer Service Manager, Natalia Pacheco who ensures calls and emails are returned as quickly as possible. We also have Spanish speaking customer service representatives.

Our CSR team is trained and knowledgeable on each route and all of our services. They're in contact with drivers and their supervisors throughout the day to stay current with any updates.

Customer Service issues/service requests can be communicated/entered via TracEZ (tracezinfo.com) and automatically distributed to appropriate parties. This system allows direct, real-time communication between Frontier and its customer base.

The system will allow Frontier and the City the ability to access reports, quickly and easily, giving all parties the ability to resolve complaints and requests in an organized and timely fashion.

The TracEZ system will also track the quantity and timing of the delivery and removal of carts, bins, containers, etc.

➤Web Based Customer Service Portal ➤Daily/Monthly/Annual Reporting with a Few Clicks of a Mouse ➤Visibility on When Frontier Reviews a Service Inquiry and Resolves an Issue ➤Refuse Driver App Will Allow for Interactive Feedback from the Field with Photos ➤Track Cart Deliveries/Removals, Dumpster Activity, and Unusual Accumulation of Bulk/Brush

tracEZ

Welcome, Shawn Ellis

Users

Municipalities

City of Balch Springs (Waste Administration)

Search for Incidents

Open Incidents

New Complaint

New Complaints

New Request

Open Incidents Report

Open Incidents by Category Report

Open Incidents by Incident Type Report

Incidents by User

Summary of Incidents Report

Open Incidents

City of Balch Springs (Waste Administration)

Show Details

Show Columns

☐ Created ☒ City ☒ Type ☒ Status ☒ Address ☒ Subdivision ☒ Personal Information ☒ Elapsed Time (hrs) ☒ ActionDate

Open

Close

Dismiss

Incident

Category

25

Download List

Case #	Created	City	Type	Status	Address	Subdivision	Personal Information	Elapsed Time (hrs)
☐ 3043524	6/18/2021 9:42 AM	BALCH SPRINGS	Requests	Opened	14710 CEDAR CREEK WAY BALCH SPRINGS, TX 75180		Vincent Palmer 3174875420	224
☐ 3043529	6/18/2021 9:46 AM	BALCH SPRINGS	Requests	Opened	3211 PIONEER RD BALCH SPRINGS, TX 75180		Juan Rubio 888-555-1210	224
☐ 3043693	6/18/2021 10:37 AM	BALCH SPRINGS	Requests	Opened	14001 CAMARON DR BALCH SPRINGS, TX 75180		Ju Chared 123-456-7890	228
☐ 3043769	6/18/2021 11:04 AM	BALCH SPRINGS	Requests	Opened	14718 BRIDLE BEND DR BALCH SPRINGS, TX 75180		Vincent Palmer 3174875420	222
☐ 3043777	6/18/2021 11:08 AM	BALCH SPRINGS	Requests	New	14000 CAMARON DR BALCH SPRINGS, TX 75180		ADRIANA CASTILLO 123-456-7890	222



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tracEZ.

Welcome, Shawn Elias

Users

Municipalities

City of Balch Springs (Waste Administration)

Search for Incidents

Open Incidents

New Complaint

New Complaint

New Request

Open Incidents Report

Open Incidents by Category Report

Open Incidents by Incident Type Report

Incidents by User

Summary of Incidents Report

Open Incidents

City of Balch Springs (Waste Administration)

Show Details

Show Columns

☒ Created

☒ City

☒ Type

☒ Status

☒ Address

☒ Subdivision

☒ Personal Information

☒ Elapsed Time (Hrs)

☒ ActionDate

Filter

Clear

Reset

Export

Print

Download List

Case #	Created	City	Type	Status	Address	Subdivision	Personal Information	Elapsed Time (Hrs)
☐ 3043524	6/18/2021 9:42 AM	BALCH SPRINGS	Requests	Opened	14710 CEDAR CREEK WAY BALCH SPRINGS TX 75180		Vincent Palmer 317-657-5420	024
☐ 3043539	6/18/2021 9:46 AM	BALCH SPRINGS	Requests	Opened	3211 PIONEER RD BALCH SPRINGS TX 75180		Juan Rubio 808-655-1212	024
☐ 3043693	6/18/2021 10:57 AM	BALCH SPRINGS	Requests	Opened	14301 DIMARRON DR BALCH SPRINGS TX 75180		JJ Chanez 123-456-7890	023
☐ 3043769	6/18/2021 11:04 AM	BALCH SPRINGS	Requests	Opened	14715 BRIDLE BEND DR BALCH SPRINGS TX 75180		Vincent Palmer 317-657-5420	022
☐ 3043777	6/18/2021 11:08 AM	BALCH SPRINGS	Requests	New	14300 DIMARRON DR BALCH SPRINGS TX 75180		ADRIANA CASTILLO 246-925-1902	022



Service Data Reporting:

On a monthly basis, Frontier Waste management team will compile and send the City a detailed Microsoft excel report that includes the following components:

1. Service Statistics - Stat reporting will include monthly # of trash and recycling tons collected and the # of services provided
2. Customer Service Statistics - Call log through our tracEZ system will provide detailed, time stamped, report of all customer inquiries by category (request, complaint, compliment, etc..) with customer information and resolution time tracking
3. Billing/Franchise Fee Reports - monthly billing/franchise fee reports will be submitted to provide commercial customer list with revenues and roll off customer list with activity and revenues
4. Motor Vehicle Compliance - a monthly report for motor vehicle compliance will

Example of Customer Service Summary Report

tracEZ.

Home Admin Contractors Create Municipality Search Reports Logout

Current Open Incidents by Category Report for City of Springtown (Waste Administration)

Request Category	Open Incidents	Open Incidents	Total
Waste Administration	23	2	25
Residential - Missed Garbage	0	2	2
Other Requests	4	0	4
Deliver 3rd Garb Can	2	0	2
Bulk Pickup	13	0	13

tracEZ system can also be utilized for Pre-Scheduled bulk collections

tracEZ.

Home Admin Contractors Create Municipality Search Reports Logout

Open Incidents (City of Springtown (Waste Administration)) Map Results

Show Details: ☐ Create: ☒ City: ☒ Type: ☒ Status: ☒ Subcategory: ☒ Name: ☒ Phone: ☒ Email: ☒ Request Time: ☒ Action Time

Case #	Created	City	Type	Status	Address	Name	Phone	Email	Request Time	Action Time
206005	1/4/2021 10:14:48 AM	SPRINGTOWN	Request	Open	424 N AVENUE B, SPRINGTOWN, TX 76082-2218	AMANDA FREYER	817-223-0434	UTILITIES@CITYOFSPRINGTOWN.COM	77/3/6/2021	Bulk Pickup
206010	1/4/2021 1:25:29 PM	SPRINGTOWN	Request	Open	122 N AVENUE C, SPRINGTOWN, TX 76082-2424	ANDY CLARKINS	817-255-0509	UTILITIES@CITYOFSPRINGTOWN.COM	76/2/6/2021	Bulk Pickup
206011	1/5/2021 10:06:15 AM	SPRINGTOWN	Request	Open	131 OGDEN HILL DR, SPRINGTOWN, TX 76082-3111	MONA WOOLVER	817-475-0609	UTILITIES@CITYOFSPRINGTOWN.COM	80/2/6/2021	Bulk Pickup
206017	1/5/2021 10:59:06 AM	SPRINGTOWN	Request	Open	131 OGDEN HILL DR, SPRINGTOWN, TX 76082-3111	MONA WOOLVER	817-475-0609	UTILITIES@CITYOFSPRINGTOWN.COM	80/2/6/2021	Other Request
206047	1/7/2021 7:04:49 AM	SPRINGTOWN	Request	Open	312 W 4TH TER, SPRINGTOWN, TX 76082-2524	TERRY FRIE	817-345-0151	UTILITIES@CITYOFSPRINGTOWN.COM	85/1/6/2021	Other Request

tracEZ Report Example when exported into Excel - Takes 60 Seconds!!

Case #	Created	City	Type	Status	Address	Name	Phone	Email	Request Time	Action Time	Category	Comment
206005	1/4/2021 10:14:48 AM	SPRINGTOWN	Request	Open	424 N AVENUE B, SPRINGTOWN, TX 76082-2218	AMANDA FREYER	817-223-0434	UTILITIES@CITYOFSPRINGTOWN.COM	77/3/6/2021	Bulk Pickup	Bulk Pickup for 10/16/2021	
206010	1/4/2021 1:25:29 PM	SPRINGTOWN	Request	Open	122 N AVENUE C, SPRINGTOWN, TX 76082-2424	ANDY CLARKINS	817-255-0509	UTILITIES@CITYOFSPRINGTOWN.COM	76/2/6/2021	Bulk Pickup	BULK PICK UP FOR FEB 6TH	
206011	1/5/2021 10:06:15 AM	SPRINGTOWN	Request	Open	131 OGDEN HILL DR, SPRINGTOWN, TX 76082-3111	MONA WOOLVER	817-475-0609	UTILITIES@CITYOFSPRINGTOWN.COM	80/2/6/2021	Bulk Pickup	MISC ITEMS	
206017	1/5/2021 10:59:06 AM	SPRINGTOWN	Request	Open	131 OGDEN HILL DR, SPRINGTOWN, TX 76082-3111	MONA WOOLVER	817-475-0609	UTILITIES@CITYOFSPRINGTOWN.COM	80/2/6/2021	Other Request	BULK PICK UP	
206047	1/7/2021 7:04:49 AM	SPRINGTOWN	Request	Open	312 W 4TH TER, SPRINGTOWN, TX 76082-2524	TERRY FRIE	817-345-0151	UTILITIES@CITYOFSPRINGTOWN.COM	85/1/6/2021	Bulk Pickup	CHRISTMAS TREE AND MISC ITEMS	
206049	1/13/2021 8:00:00 AM	SPRINGTOWN	Request	Open	211 N AVENUE A, SPRINGTOWN, TX 76082-2424	MARY VILLO	817-668-1014	UTILITIES@CITYOFSPRINGTOWN.COM	85/1/6/2021	Other Request	BULK PICK UP	

Monthly Municipal Report



TEXAS BASED. TEXAS PROUD.

Customer:

Contact:

Address:

Phone:

Email: citystaff@xxxxxxx.org



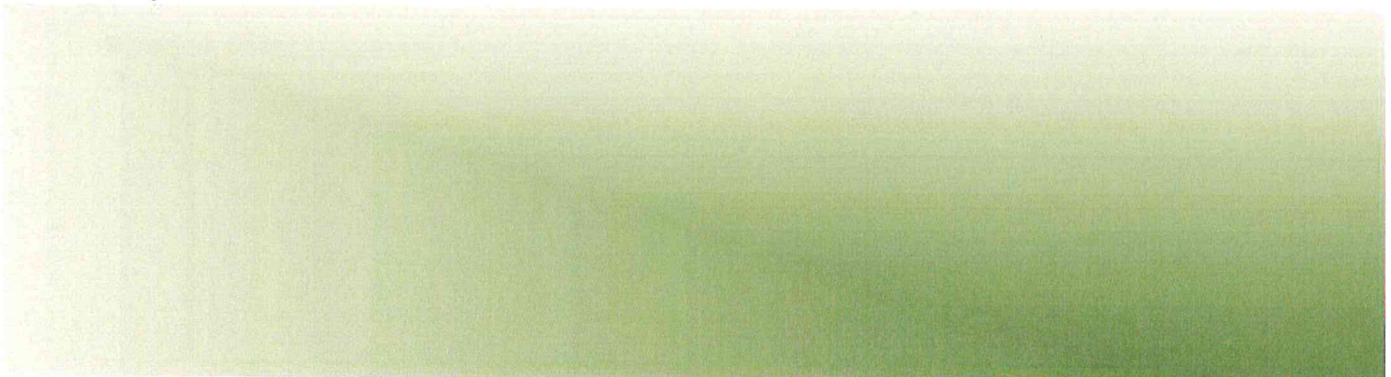
Monthly Statistics

Description	Quantity	Comments
# of Households Serviced - Trash		
# of Households Serviced - Recycling		
# of Commercial Facilities Serviced		
Monthly Tonnage - Residential Trash		
Monthly Tonnage - Residential Recycling		
Monthly Tonnage - Commercial Trash		
Monthly Tonnage - Commercial Recycling		
Monthly Tonnage - Roll Off Trash		
Monthly Tonnage - Roll Off Recycling		
Residential Recycling Participation Rate	25%	

TracEz Customer Request & Complaint Statistics

Description	Quantity	Comments
Requests		Cart deliveries and removals
Complaints/Service Inquiries		# of call ins entered into TracEz for Complaints/Service Requests
Other		

Commentary:





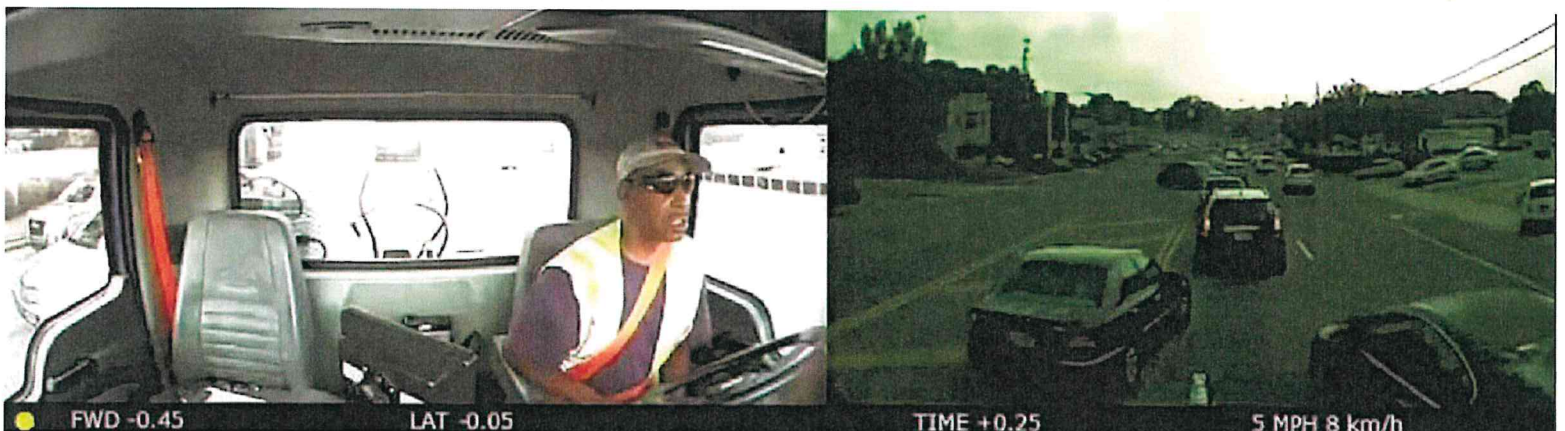
The New Frontier of Technology



Frontier ensures that from our dispatchers, to our accountants, to our drivers, that everyone has access to the industry-specific technology to make their jobs more efficient. Using the TrashFlow system for billing and reporting, Frontier is working towards a paperless operation from start to finish.

Each truck and driver are equipped with a tablet. This allows for:

- Live updates sent to our dispatch team on route progress
- Tracking and accountability for drivers
- Photo accountability for homeowners and businesses
- Paperless reporting and analytics





Introducing the new Frontier Waste Solutions app

This app allows municipal customers to: Schedule special collections, ideal for:

- White goods (appliances), Brush, or Household hazardous waste.
- Receive any route change alerts -Receive reminders in advance of their collection day
- Add the “Find Your Service Day” widget to the City’s website

Find Your Service Day

My Schedule English Share

My Schedule What goes where Schedule a bulky item collection Need help

1230 Promontory Point Dr, El Dorado Hills
 Garbage Monday
 Recycling Monday
 Yard Debris Monday

[Get a reminder!](#) [Get a calendar](#) [Search for another address](#)

[Schedule a bulky item collection](#)

January 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	Garbage Yard Debris		1	2	3	
5	6	7	8	9	10	
	Garbage Recycling					
12	13	14	15	16	17	
	Garbage Yard Debris					
19	20	21	22	23	24	
	Garbage Recycling					
26	27	28	29	30	31	

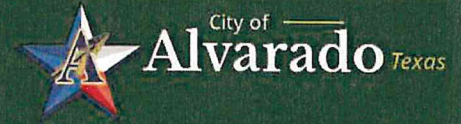
Collection Schedules and Reminders

Q

Get started.
Type your house number and street name to begin.

KEEPING TEXAS BEAUTIFUL,
ONE COMMUNITY AT A TIME

Calendar icon



Brochures, Flyers & Promotional Materials

Frontier Waste is committed to offering the City of Alvarado residents extensive support through the provision of a diverse array of brochures, flyers, and promotional materials.

These resources will serve to educate residents about our services, encompassing collection schedules, guidelines for bulk and brush disposal, holiday schedules, and best practices for waste disposal.

Our materials will be thoughtfully designed to ensure that residents are equipped with the knowledge necessary to utilize our services efficiently!

Texas Based

Texas Proud

www.frontierwaste.com



Please see example of trifold brochure each resident will receive attached to their new Frontier Waste cart prior to service starting. This will include details on services and a service map to help residents see when their service day will be. Please note this map shown below is used for example purposes and is a rough draft. Once routes are finalized, a more detailed copy will be provided including correct point of contact.

RESIDENTIAL TRASH & RECYCLING SCHEDULE

TRASH

- Monday and Thursday
- Tuesday and Friday

BULK & BRUSH

- Thursday
- Friday

Please have your poly carts at the curb before 7 a.m. on your service day to ensure collection.

RECYCLE

- Monday
- Tuesday
- Thursday
- Friday

Frontier Waste is joining the Alvarado Team!

First Day of Service is Tuesday, October 1.

Please call the City of Alvarado for any questions regarding your solid waste service at 999.999.9999

Texas Based. Texas Proud.

Residential Trash Collection

Twice per week collection:
65-gallon or 95-gallon poly cart or bag service

Residential homes are serviced on Monday and Thursday or Tuesday and Friday.

See map for schedule information.

To maintain the Frontier Waste poly cart, trash should be bagged and tied. For poly cart service, solid waste is limited to the poly cart and the cart lid must be closed and latched.

Residents may have a maximum of seven (7) bags per service day limit.

Residential Recycling Collection

Once per week collection:
Recycling poly cart or 18-gallon bin

Residential collection is provided on one of the following days:
Monday, Tuesday, Thursday, or Friday.

Please refer to the "Residential Trash & Recycling Schedule" map to locate your home address and determine service days for trash, bulk & brush, and recycling services.

DOWNLOAD OUR APP!

Set pick up reminders, find calendar information for bulk & brush collection and holidays, and send us compliments.

Bulk & Brush Collection

Once per week collection:
Second service day of the week (Thursday or Friday)

12 item limit: bag, box, bundle, or individual pieces.

Accepted Items:

Old furniture, boxes (folded), tree trimmings, bagged yard waste (cut, tied, & bundled and a maximum of 100 pounds), and appliances (not Freon). Under Federal Law, all appliances that previously contained Freon must be certified to confirm that all Freon has been removed. The certification should be attached to the appliance when setting it out for collection.

NOT Accepted Items:

Vehicle tires, metal, car parts, gasoline/oil cans and filters, landscape debris, rocks, pallets, DIY projects, construction debris, paint, carpet, glass, mirrors, windows, and tree debris from a contractor (contractor removal required).

Recyclables

Accepted Items:

Aluminum, glass (all colors), paper, cardboard (broken down), plastic (1, 2, 3, 4, 5, and 7), metal cans, paperboard (uncoated), mail, magazines, cartons, and aseptic containers.

NOT Accepted Items:

Plastic bags, ceramics, light bulbs, soiled pizza boxes, coat hangers, Christmas lights, film, items with food residue present, wood, needles, cloth, and mirrors.

Holiday Schedule

Service is not provided on Thanksgiving and Christmas Day.

If a holiday falls on a scheduled service day, service will resume on the next scheduled service day.



COMING SOON

City of **Alvarado** Texas & **FRONTIER WASTE SOLUTIONS**

Frontier Waste Solutions is excited to announce we are joining the City of Alvarado!

EXAMPLE

New trash cart delivery will be **October 15th-19th**, trash service will begin on **Saturday, November 1st!**

More information regarding new service days & more will be coming very soon!

Please see flyer examples below. These will be how we communicate various different announcements leading up to the start of their service. These will be posted to all Frontier Waste social media pages and can also be used to the city website/social media pages.

FRONTIER WASTE SOLUTIONS

UPDATED WASTE COLLECTION SCHEDULE

Effective December 1, 2025



City of **Alvarado** Texas & **FRONTIER WASTE SOLUTIONS**

The Frontier Waste App is officially live and ready to use for our Alvarado residents!

Download to view service calendar, set up route alerts and more!

EXAMPLE

QR code linking to the app: 

Available on the App Store and Google Play.

Your new Frontier Waste trash New trash cart delivery will be October 15th-19th, trash service will begin on Saturday, November 1st!

City of Alvarado Resident,

We are pleased to announce that Frontier Waste Solutions will be your new solid waste service provider, effective December 1, 2025. Starting December 1, your new waste collection day will be **Monday**.

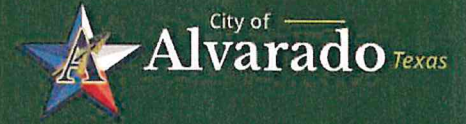
EXAMPLE

Please place your trash and recycling bins curbside before **7:00 AM**.

Thank you for your cooperation, and we look forward to serving you.

City of **Alvarado** Texas

Frontier Waste Solutions
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CALENDAR OF EVENTS

SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS

Date	Event
Saturday, February 15, 2025	1st Public Notice accepting bids and date they will be publicly opened.
Thursday, February 14, 2025	Post on the Website
Thursday, February 20, 2025	2nd Public Notice
Monday, February 24, 2025	Questions due by 2:00 p.m.
Monday, March 3, 2025	Sealed Proposals due from Vendors at 2:00 p.m. Bids publicly opened at 2:30 p.m. at 104 W. College Ave., Alvarado, TX 76009 in City Council Chambers.
March 3 - 7, 2025	Complete analysis of RFPs received by City Staff and contract negotiations with apparent low bidder.
Monday, March 17, 2025	City Council consideration of award of contract with selected vendor.
April 1 - July 1, 2025	Communication with citizens regarding changes in garbage collection.
July 1, 2025	New contract begins.

NOTICE TO VENDORS

Sealed proposals will be received by the City of Alvarado, Texas at the office of the City of Alvarado City Secretary until 2:00 PM, local time March 3, 2025, for the purchase of services as follows per proposal instructions and specifications:

REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES

RFP #2025-001

Qualified prospective suppliers may obtain copies of the proposal with information at the office of the City Secretary, located at the Alvarado City Hall, 104 W. College Ave., Alvarado, Texas 76009, at Proposals received later than the date and time above will be returned unopened, and will not be considered in the proposal process. Facsimile or electronic transmittals will not be accepted.

The successful Contractor shall furnish proof of insurance at the time of contract award in the form of an insurance certificate and endorsements to the City Secretary's Office.

The City Council of the City reserves the right to accept or reject any proposals or any part thereof or any combination of proposals and to waive any or all formalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interests of the City.

No officer or employee of the City of Alvarado shall have a financial interest, direct or indirect, in this or any contract with the City of Alvarado. Minority and small business vendors are encouraged to submit a proposal on any and all City of Alvarado projects.



SECTION I: INSTRUCTIONS TO CONTRACTORS

1. BACKGROUND

The City of Alvarado seeks proposals from qualified firms interested in providing municipal solid waste services to include refuse collection, disposal and recycling. Services shall be provided at various City locations as well as residences and businesses according to City ordinances and the Contract Documents.

Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the City, as determined by the City based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to "discretionary contracts: to preserve public health, safety, and welfare." It is not a statutory competitive bid solicitation. The City reserves the right not to award the contract, or to amend or negotiate terms of the contract after reviewing proposals that have been submitted at any time while proposals are pending. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

2. SCOPE OF WORK

The City of Alvarado is seeking proposals from qualified firms interested in providing municipal solid waste services, including refuse collection, disposal, and recycling. Services shall be provided at various City locations, as well as residences and businesses, in accordance with City ordinances and the specifications outlined in this RFP.

(a) Residential Service

Solid Waste services provided by the Contractor shall be equivalent or superior to service levels currently provided. Cost of all services and disposal are the responsibility of the Contractor and are to be included in Contractor's price. The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items necessary to provide the City with complete refuse collection, removal and disposal and recyclable collection and processing. The City currently has approximately 2,169 residential customers billed and collected by the City, and approximately 223 non-residential accounts billed and collected by the contractor. The residential solid waste and brush/bulk is currently collected once per week, with once a week recyclable collection. The City's specifications are for residents to continue receiving automated collection service by a 95-gallon Polycart; carts must be provided by contractor. The commercial waste is collected as required by the customer.

Residential Recycling Collection: The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95-gallon minimum recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled "MATERIAL".



Disposal at Landfill: Residents shall have access to dispose of solid waste at a landfill or transfer station at no extra charge one time per year up to 4 cubic yards. Proof of residency will be required in the form of a current utility bill from the City.

Storm Debris: In the event of a hurricane, tornado, windstorm, flood, natural disaster, or other act of God, Storm Event Debris may result from such event. Contractor shall provide rates to collect and dispose of such Storm Event Debris to the City. The City is not obligated to select Contractor to perform the collection of Storm Event Debris.

Brush/ Bulk Collection: Monthly bulk & bundled brush pickup up to 2 cubic yards.

Backdoor Service: The Contractor shall provide backdoor trash and recycling collection for eligible individuals with disabilities, as defined by the contractor's guidelines. Eligibility requirements and the application process shall be clearly outlined and accessible to residents. This service will ensure that qualifying individuals receive consistent, reliable collection at their residence, minimizing physical strain and accessibility barriers.

(b) Regular Service For City Owned Or Operated Facilities

The Contractor shall make, at no charge to the City, the collection, transportation, and disposal of waste and recyclable materials accumulated by the City at City owned, operated, or other City designated sites on Exhibit A. Future City facilities shall be included at no charge to the City. Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers, and recycling containers as requested by the City for ongoing or special projects. If the City produces any waste that is hazardous or special waste, the Contractor will provide those services to the City on a cost per service basis. Also, in the event that the City's containers are full and need a special disposal, the Contractor will accommodate the City when possible.

Contractor shall plan two bulky item and brush clean-up events each calendar year. Events will be the second week of April and the second week of October. Contractor shall provide eight (8) free roll offs per event at a location specified by the City.

(c) Commercial and Industrial Service

Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening. Polycarts will be provided to Commercial Hand Collect customers, with ownership retained by Contractor. Temporary roll-off services should for commercial should be available on an open market basis.



(d) **Recycling Processing Site**

All recyclable materials for the recycling program shall be recycled and not disposed in a landfill. Contractor's failure to abide by obligations of the recycling Program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the City may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the City of the recycling location where recyclables will be unloaded and processed. The City reserves the right to approve Contractor's recycling site.

(e) **Taxes, Governmental Fees, Charges and Compliance**

The Contractor shall agree to pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this Contract. The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. The Contractor shall follow and comply with all environmental regulations and laws pertaining to the provision of the services detailed herein

3. **PREPARATION OF THE PROPOSAL/SUBMITTALS**

Respondents must provide the following information:

- ☐ Experience and qualifications related to municipal waste management.
- ☐ Operational plan, including equipment, personnel, and collection schedules.
- ☐ Proposed pricing structure for residential, commercial, and City facility services.
- ☐ Compliance with all applicable federal, state, and local laws.
- ☐ Customer service protocols, including complaint resolution procedures.
- ☐ Sample reporting, including tracking of waste and recycling tonnage.

(a) Respondents are encouraged to prepare and submit their questions in writing. Any oral responses provided by City staff shall be considered preliminary and any written responses given shall be considered an official response. Any oral responses given that is not subsequently confirmed in writing shall not be official or binding on the City. Only written responses shall be official, all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing services listed herein and respond completely. Failure to complete and provide any of the proposal requirements may result in the respondent's proposal being deemed incomplete and therefore disqualified from consideration.

(b) All Proposals must be prepared and signed by the Contractor in the form attached hereto. THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR. All blank spaces in each Proposal Form together with appropriate exhibits must be completed in full in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor in ink.

The proposal amount is for a Base Bid. It is the intent of the proposal to determine the lowest possible cost without regard to License or billing fees. All License fees and/or billing fees will be determined by the City and added to the base bid provided by Contractor. One rate will be then established for the Customer, which includes the Base Bid, License Fee and/or Billing Fee.

(c) Submission Information: Sealed proposals (one original, five [5] copies and one [1] copy in electronic format on a flash drive, together with appropriate schedules, will be accepted until 2:00 p.m. on March 3, 2025 at City of Alvarado, Attn: Hillary Cromer, 104 W. College Ave, Alvarado, Texas 76009. Each sealed proposal must be clearly marked with the name of firm/Respondent and the description "RFP #2025-001 SOLID WASTE COLLECTION & RECYCLING SERVICES - DO NOT OPEN UNTIL 2:00 P.M, Monday, March 3, 2025".

No telephone, emailed, or faxed proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for or consider missing, lost, or late deliveries. If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal received later than the date and time above will not be considered.

(d) Any Proposal may be withdrawn prior so long as the request is received in writing from an authorized representative of Respondent prior to the proposal deadline.

4. ADDENDA AND EXPLANATIONS

Requests for additional information shall be made no later than 2:00 p.m. on February 24, 2025, and shall be directed to Hillary Cromer via email at cromerh@cityofalvarado.org. All requests must be made in writing. Oral explanations will not be binding. Any interpretations, corrections, or changes to this Request for Proposal or specifications will be made by addenda. Addenda will be posted at . It is the responsibility of the Respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal. Answers to questions will be published in the form of addenda not later than four (4) days prior to the date fixed for the opening of Proposals.

Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

5. FAILURE TO ENTER INTO THE CONTRACT

The Contractor to whom the Contract is awarded will be required to execute two (2) copies of the Contract and furnish the required proof of insurance. In case of the Contractor's refusal or failure to do so within twenty (20) days after receipt of formal notice of award, the Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's proposal may be declared forfeited to the City, and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the City may elect.



6. CONDITIONS

Each proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications. It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to become familiar with existing conditions, shall in no way relieve Contractor of any obligations with respect to the Contractor's Proposal or to the Contract.

The Contractor shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions the Contractor may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

7. NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The Proposal must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether a corporation, partnership, or individual, shall also be stated in the Proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the proposal the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be included with the signature of the authorized representative.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

8. COMPETENCY AND QUALIFICATIONS OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor, the Contractor may be required to furnish any or all information as requested.

9. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its Proposal:

- (a) Evidence of collusion among Contractors.



(b) Lack of competency as revealed by financial statements, experience or equipment statements, and/or other factors.

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.

(d) Default on a previous city contract for failure to perform.

10. BASIS OF THE RFP

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed and evaluated on the basis set forth in No. 20 hereof.

11. QUANTITIES

The current quantities for the number of residential, commercial, and industrial units are strictly estimates. It is the responsibility of the Contractor to survey the City for use in preparing the proposal. The Contractor may wish to utilize its own or other estimates and to provide for growth or shrinkage factors.

12. METHOD OF AWARD

The City reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure or interlineation of the Contract Documents or of the proposal shall render the accompanying proposal non-conforming and subject to (but not requiring) rejection by the City. The City intends to award the Contract at the March regular City Council Meeting.

13. DISPOSAL SITE

Once selected, the Contractor is responsible for the legal disposal of non-recyclable waste at a state approved facility. The Contractor shall pay all state fees imposed by the Texas Health and Safety Code related to disposals. Contractor shall provide evidence indicating that it has the right to use a landfill site for the purpose of this Contract for the entire term of the Contract and any agreed extensions thereto. Once waste is picked up by the Contractor, transportation and disposal of the waste is the sole responsibility of the Contractor. Contractor agrees to indemnify the City from any liability, fines or penalties or costs associated with the transportation and deposit of Refuse and Hazardous Waste in the landfill.

14. FRANCHISE FEE

For the right and privilege of using the City's public rights-of-way to provide exclusive services per the contract, the successful Contractor, on the first day of each month during the term of the contract, will pay the City a franchise fee equal to fifteen percent (15%) of gross receipts resulting from the operation of the residential services, fifteen percent (15%) of gross receipts for commercial services, and ten percent (10%) of gross receipts for roll-offs within the City and will email a report to the Chief Financial Officer coxlaura@cityofalvarado.org detailing the franchise fee calculation. The City may increase or decrease the franchise fee with ninety (90) calendar day's written notice. Contractor agrees to pay the franchise fee monthly for all commercial and industrial accounts.

The City will collect the franchise fee for residential collection. These fees shall be deducted from the monthly payments to Contractor for receipts for residential collection.

15. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

16. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

17. CURBSIDE RECYCLING CONTAINERS

The Contractor will provide to each Residential Unit a container for Recyclable Materials. Such container shall be a standard recycling bin with a lid and a minimum capacity of 95 gallons. Each container shall be of a type that is accepted by other municipalities with recycling experience. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

18. MATERIAL

The Contractor shall provide a single-stream recyclable collection service on a once per week schedule. Residents will not be required to separate recyclable materials by type of material; therefore, all recyclables may be co-mingled with other recyclable materials. Contractor shall include a list of acceptable recyclable materials.

The following materials shall be included in the recycling program:

- Newsprint
- Office Paper
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass - Clear, Brown and Green
- Plastic Containers Labeled #1, #5 and #7 (Ex. Milk jugs, water bottles, detergent jugs)
- Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. To the fullest extent possible, Contractor shall protect recycling materials against contaminants that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

19. TERM

The term of service shall be five (5) years beginning July 1, 2025 with up to three (3) renewal terms of five (5) years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional three-year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and if so, shall approve the extension within 60 days.

20. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The selection committee may select all or some or none of the Respondents for interviews. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee. The City may request additional information from the respondents at any time prior to the final approval of a selected respondent. The City reserves the right to select one or more, or none of the respondents to provide services. Final approval of a selected respondent is subject to the action of the City Council. The criteria to be evaluated may include the following items listed below.

- a) Experience, Background, Qualifications
- b) Proposed Plan for Service delivery, including proposals for optional services
- c) Evaluation of Proposed Pricing Schedule
- d) Compliance with RFP requirements
- e) Customer Service and Reporting

The Contractor selected to provide service may be required to submit (in person) its final proposal to the Council at the City Council meeting.

21. IMPLEMENTATION AND OPERATIONS PLAN

The Contractor shall provide an Implementation and Operations Plan detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services. If the city selects the service for Polycart collection of regular trash services the expectation is that the Contractor shall deliver the Polycart to the customer prior to July 1, 2025.

22. REPORTING REQUIREMENTS

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- a. Monthly reports, within two (2) weeks of the end of each month detailing:
 - 1. Residential Polycart transactions; participation/set-out rates, etc.



2. Commercial and Industrial hand collection and roll-off container reports by location, size and frequency
3. Tonnage of recycling and trash collected by category of service
- b. Annual reports each October on the status of the terms and conditions of the License and any points that Contractor believes need to be addressed.

23. EXCLUSIVITY OF CONTRACT RIGHTS

The Contractor shall have the sole and exclusive license, and privilege to provide residential and commercial municipal solid waste and/or residential recycling (not including storm debris and construction debris, which shall be by independent contract between the producer and any City-registered construction debris collector) collection and removal within the corporate limits of the City. Temporary roll-offs shall be open market.

SECTION II: STANDARD TERMS & CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City.

A. ADDENDA: Any interpretations, corrections or changes to this Request for Proposal or specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvarado City Secretary. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this RFP. It is the responsibility of the respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.

B. ADVERTISING: The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

C. ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.

D. ASSIGNMENT: The successful Respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.

E. AWARD: The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the City, unless denied by the respondent.

F. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Alvarado's City Secretary will make all change orders to the contract in writing as allowed by law.

G. COMMUNICATION: The successful Respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make



inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Manager.

H. CONFLICT OF INTEREST: In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Alvarado's City Secretary (attached).

I. CONTRACT ENFORCEMENT:

1. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
2. In the event the successful Respondent shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall be entitled to terminate the Contract in accordance with the provisions of the Contract included in the Contract documents.

J. ETHICS: The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City except in accordance with City Policy.

K. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

L. FELONY CRIMINAL CONVICTIONS: The Respondent represents and warrants that neither the Respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

M. FORCE MAJEURE: Force majeure is defined as acts of God, war, strike, fires or explosions. Neither the successful Respondent nor the City is liable for delays or failures of performance due to force majeure. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of force majeure.

N. INDEMNITY AGREEMENT: Except as hereinafter set forth, the successful Respondent shall indemnify and hold harmless the City of Alvarado and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, expert witness fees and other costs arising out of or resulting from negligent performance of the services set forth in the successful respondent's proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by negligent acts or omissions of the Respondent, a subcontractor of the Respondent, anyone directly or indirectly employed or contracted by the Respondent or anyone for whose acts the successful Respondent may be liable.



O. INVOICES: Each invoice shall contain the successful Respondent's name and address, City of Alvarado's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Alvarado, Attention: Accounts Payable, Alvarado, Texas, 76009.

P. LATE SUBMITTALS: The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the City Secretary's Office, for confirmation of receipt you may contact Beth Walls, City Secretary, at 817-790-3351, ext. 114.

Q. MINIMUM STANDARDS FOR RESPONSIBLE RESPONDENT: A respondent must affirmatively demonstrate Respondent's responsibility. A Respondent must meet the following requirements:

- a. Have adequate financial resources or the ability to obtain such resources.
- b. Be able to comply with the instructions, specifications, terms and conditions.
- c. Have a satisfactory record of performance.
- d. Have a satisfactory record of integrity and ethics.
- e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

R. PATENTS/COPYRIGHTS: The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.

S. PAYMENT: Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.

T. PRICES HELD FIRM: All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City.

If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Alvarado.

U. REFERENCES: The City requests each Respondent to supply, with its Proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of the firm, address, contact employee of the firm, telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

V. RELEASE OF INFORMATION AND PUBLIC INSPECTION: Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other



parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.

W. REQUIRED DOCUMENTATION: In response to this request for proposal, all documentation required by this RFP must be provided.

X. SALES TAX: The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 1-75-6000443-8.

Y. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

Z. SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

AA. SUBCONTRACTORS: The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Prime Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

BB. TAX/DEBT ARREARAGE: The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Alvarado, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.

CC. TERMINATION OF CONTRACT: The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

DD. TRAVEL AND DIRECT CHARGES: The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.

EE. VENUE: Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Tarrant County, Texas, where venue for any proceeding arising hereunder will lie.

FF. WITHDRAWAL OF PROPOSAL: A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the Respondent prior to the proposal deadline.



SECTION III: GENERAL SPECIFICATIONS

1.00 DEFINITIONS

- 1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.
- 1.02 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.
- 1.03 Bin (Residential Recycling): See Recycling Container.
- 1.04 Brush: Plants or grass clippings, leaves or tree trimmings.
- 1.05 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be.
- 1.06 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, or 40 lbs. in weight.
- 1.07 City: The City of Alvarado, Texas.
- 1.08 Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.
- 1.09 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.
- 1.10 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.
- 1.11 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.
- 1.12 Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.
- 1.13 Compactable Waste: Items that can be crushed under the weight of compaction equipment.
- 1.14 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.15 Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance, into the container, by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.
- 1.16 Contract Documents: The Request for Proposal, Instruction to Contractors, Contractor's Proposal, General Specifications, Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City.

1.17 Contractor: The person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

1.18 Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

1.19 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

1.20 Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

1.21 Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

1.22 Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on- site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33

U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.);

(ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C.

§ 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

1.23 Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.



- 1.24 Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries etc., and consumer electronic equipment that is near or at the end of its useful life.
- 1.25 Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.
- 1.26 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.
- 1.27 Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.
- 1.28 Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.
- 1.29 Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.
- 1.30 Polycart: A wheeled receptacle with a maximum capacity 95 gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems, and having a tight-fitting lid capable of preventing entrance, into the container, by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.31 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.32 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
- 1.33 Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.
- 1.34 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a minimum capacity of 95 gallons.
- 1.35 Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.36 Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

1.37 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four or less units, shall be treated as a Residential Unit, with each unit receiving individual trash service and recycling service, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.38 Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

1.39 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

1.40 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.41 Take All Service: Refers to service level expected of contractor for solid waste collection. Specifically, contractor will dispose of any items placed on curbside, including bulky items. The exception will be unacceptable waste.

1.42 Unacceptable Waste: Brush not meeting acceptable guidelines (cut in 4-foot sections and bundled), contractor debris, and household hazardous waste.

1.43 Unusual Accumulated: (a) For residences, each regular collection more-than ten (10) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business and (c) materials judged by the Alvarado City Secretary to be hazardous such as oil, acid, or caustic materials.

1.44 Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

2.00 TYPES OF COLLECTION

2.01 Residential Collection:

.01 At the premises of residential accounts held by the City and served by the Contractor, collection shall occur as follows:



- A minimum of once weekly automated service including residential solid waste and brush/bulky waste collection. Exceptions are unacceptable waste (see definitions).
- A minimum of once weekly collection of recyclable materials

.02 Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and require modification of routes, and updates on routes of Contractor.

.03 The Contractor shall pick up all acceptable waste generated from a residential premise, provided the same is properly prepared, bagged, or stored for collection in garbage containers, or properly bundled, although bulky waste will not be required to be in garbage containers. Contractor shall also be required to pick up all acceptable brush and trees during the regular residential collection frequency provided that same are prepared according to specifications. Loose brush and tree stumps exceeding 50 pounds each may be disposed of by Contractor for a rate to be set by contractor and approved by City. At customer's request, rubbish, and brush and trees that are not contained in garbage containers or are not prepared and placed for collection in a bundle or a boxed bundle, may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be defined as a "pick-up truck load" or a specific cubic yard measurement.

2.02 Brush/Bulky Wastes Collection: The Contractor shall provide with residential waste collection, weekly service for brush/bulky wastes and/or bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.

2.03 Residential Recycling Collection:

.01 The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95-gallon (minimum) recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled "MATERIAL".

.02 Contractor shall provide free of charge extra recycling containers as requested by resident, to replace damaged, lost, or stolen bins. At onset of contract, Contractor will be responsible for delivering new recycling bin(s) and lids to each resident to replace those from current provider, if required.

.03 The collection of the recyclable materials shall occur at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than bin size, etc.

.04 Contractor shall also provide the City a recycling report detailing volume collected and participation rate on a monthly basis.

2.04 Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or containers as so designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

2.05 Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances. Contractor shall propose rates for unusual accumulations in its proposal.

3.00 COLLECTION OPERATION

3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 a.m. and shall generally not extend beyond 7:00 p.m. Refuse shall be placed at curbside by 7:00 a.m. on the designated collection day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor.

3.02 Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

3.03 Location of Bins, Bags, and Bundles for Collection: Each bag and/or container shall be placed at curbside for collection by 7:00 A.M. on the designated collection day. (See Curbside definition). When construction work is being performed in the right-of-way, bags and containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any waste not so placed.

3.04 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.

3.05 Holidays: The following shall be holidays for purposes of this Contract:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above- mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet its contractual obligations. NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the City to best accommodate the needs of the citizens.

3.06 Complaints:

- .01 Complaints shall be made directly to the City. Contractor shall promptly respond to all complaints. At a minimum, Contractor's complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and shall promptly provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Contractor shall collect any missed pickups of residential refuse the same business day if notification to the Contractor is provided by 2:00 p.m., and if Contractor is notified after 2 p.m., not later than 12:00 p.m. the next business day.
- .02 If the Contractor is unable to resolve a complaint within 36 hours, Contractor will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within 36 hours.
- .03 The City shall notify Contractor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint.
- .04 Contractor shall notify all customers about complaint procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collections, or procedures. The City and Contractor will work together to determine the most appropriate method of notification.
- .05 Contractor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.
- .06 For an unresolved complaint from a customer, the City's designated representative shall be responsible for deciding any disputes between the City, Contractor, and/or the customer as to the validity of the customer's complaint if the complaint arises from the Contractor's duties to collect a customer's refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential customer's container or bin as required herein. The decision of the City's designated representative on such matter shall be final and the parties agree to abide by said decision; provided, however, that when Contractor challenges any complaint or failure to perform under this Contract, the City's designated representative may request a joint inspection by a representative of the City and a representative of Contractor.

3.07 Collection-Equipment:

- .01 Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract.

- .02 Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.
- .03 Due to street size variations in the City, the Contractor shall provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. The Contractor will utilize lighter-capacity single-axle collection trucks for those routes identified by the City and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (i.e., on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.
- .04 All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number in a color and size so as to be legible from 150 feet. No advertising shall be permitted on vehicles.
- .05 All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract.
- .06 Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program shall be used.
- .07 The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City.
- .08 Contractor shall ensure that vehicles are washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a clean and sanitary condition.

3.08 Office: The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones, with a local or toll-free number for Alvarado residents and business representatives, and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

3.09 Point of Contact: All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the City's designated representative and by the City to the Contractor's District Manager. Each party agrees to provide the other with the name and phone number of the employee to be contacted after regular business hours should an emergency arise.

3.10 Lease Container: The Contractor may lease containers for waste storage to the owner or occupant of the Contractor's commercial customers. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number. Such containers shall be maintained in the City approved single color scheme.

3.11 Recycling Container: Contractor will provide each Residential Unit and Commercial Unit a container for recyclable materials. The containers will have a minimum capacity of 95 gallons and have lids for protection of paper materials from the weather or be plastic bags. Contractor shall provide free of charge extra recycling bins, as requested by the resident or the business or industrial customer, to replace damaged, lost, or stolen bins.

3.12 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the EPA. Contractor shall provide evidence of its right to use the landfill for the term of the Contract.

3.13 Spillage:

- .01 The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall leave proper notification to the customer at the premises to properly contain refuse.
- .02 The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection.
- .03 Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
- .04 If any customer maintains improper or inadequate containers for the nature, volume or weight of refuse to be removed from the premises, or if any customer improperly places debris or bulky items for collection, Contractor may refrain from collecting all or a portion of such refuse and shall notify the City and the customer that refuse has not been removed from his premises on the scheduled collection day; where no notice of non-collection or a change in collection schedule has been received from Contractor, the City may investigate. If the City determines that Contractor has failed to collect refuse from the premises without cause, Contractor shall collect same within 24 hours after a collection order is issued by the City.

3.14 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

3.15 Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or



when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

3.16 Inappropriate Recycling Materials: If Contractor's employees determine that the recyclable materials set out by the resident are unacceptable due to the inappropriateness of the materials, Contractor will leave the inappropriate materials in the recycling bin and attach a sticker explaining why the materials were rejected. Contractor is not required to collect recyclable materials mixed with garbage or rubbish normally collected by solid waste collection crews.

3.17 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency. Contractor shall notify City in the event Contractor becomes aware of any hazardous waste that has been placed for collection.

3.18 Employees:

- .01 Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
- .02 Contractor shall perform driving record checks of all drivers working within the City at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.
- .03 Contractor shall remove any driver with an unsafe driving record from working within the City.

3.19 Noise: Contractor shall make collections with a minimum of noise and disturbance to the household residents.

4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes and fees required by the City and the State or other governmental entity.

5.00 INDEMNITY

Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant, or subcontractor of Contractor, and their respective officers, agents employees, directors and



representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH SUITS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT. The

provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

5.01. It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this section(section 5), is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials employees, officers, directors, volunteers and representatives in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this Section and Section 7 shall survive the term of this Contract.

6.00 TERM

The term of service shall be five (5) years beginning July 1 2025, with up to three (3) renewal terms of five (5) years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional one-year period, the party shall give written notice to the other party not less than 120 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and, if so, shall approve the extension within 60 days.

7.00 INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and Contractor shall submit to the City evidence that the required insurance coverage evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.



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7.01 Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages:

Type Coverage	Per Occurrence Minimum	Aggregate minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000

Comprehensive Auto Liability Bodily Injury \$1,000,000 \$1,000,000	\$1,000,000	\$5,000,000
Comprehensive Auto Liability- Property Damage	\$500,000	\$1,000,000
Environmental Impairment/ Impact- sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

7.02 Additional Requirements for Insurance: Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. the liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader;
2. the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment of premium, only 15 days written notice to City is required;
4. the term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;

5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
6. all liability policies required herein shall be written with an "occurrence" basis coverage trigger; and
7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

8.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld as long as the City determines the proposed assignee meets the same financial stability, safety record, and customer service record as required in the Request for Proposals dated February 14, 2025. In the assignment, the assignee shall assume the liability of the Contractor provided that the Contractor shall remain liable and responsible to the City for any claims, violations of law, liability or damages arising during Contractor's performance of the Contract.

9.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs.

10.00 COMMERCIAL BILLING

The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to City a Franchise fee equal to 15% of the Contractor's gross billings to commercial solid waste accounts for services rendered under the Contract with the City, said fees to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. The City reserves the right to increase the Franchise fee in the event that the City determines an increase is necessary to provide appropriate compensation for the impact of the Contractor's use of the City streets.

11.00 REMUNERATION

11.01 Collection and Disposal Rates: The collection and disposal rates shall be as follows:

1. For collection of refuse and recycling service required to be performed, the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with section 12.02.
2. For special collections provided by the Contractor, the charges are to be negotiated between the Contractor and the City prior to collection.
3. For other collections specified by the Contractor in the Proposal, the rates set forth in the Proposal.
4. The refuse collection charges shall include all disposal cost.

11.02 Modification to Rates: Contract may request an increase in the fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations shall be as follows.

1. On July 1, 2027 or on July 1 of any year thereafter, Contractor may request an adjustment in rates. The rate request shall be based upon the change in the Consumer Price Index (CPI) each June (U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, All Items Less Food and Energy, Base Period 1982-84=100) from July 1 of the previous year. If the index specified above is discontinued, the parties shall agree by June 1 of the then-current year to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics (BLS) designates an index with a new title or code number or table number as being the continuation of the index cited herein, the new index shall be used.
2. If the above calculation does not result in an increase, the City Council will not consider an adjustment to the base rates. If the calculations result in an increase, the City Council may grant the increase based on CPI changes, not to exceed three percent (3%) maximum increase. Any increases shall become effective October 1 of the year the increase is granted.
3. Commencing July 1, 2027, in the event diesel gasoline prices increase by more than 15% in any quarter, the Contractor may request and the City Council will consider, approval of a fuel surcharge adjustment for rates. The amount of the fuel surcharge adjustment shall be applied subsequent to any applicable CPI adjustment. The City's designated representative shall review the surcharge and shall discontinue the surcharge when the conditions for the surcharge no longer exist. Extra cart fees are not subject to fuel surcharge adjustments.
4. Any proposed rate adjustment shall be submitted to the City as soon as practicable and be accompanied by adequate cost justification and documentation to allow for consideration by the City.

11.03 Billing Responsibility; Payments: The City shall be responsible for billing residential accounts and collecting payment from customers. The Contractor will be responsible for billing and collection of commercial or roll-off services, in accordance with the selected service alternatives.

11.04 Delinquent and Closed Accounts: The Contractor shall discontinue refuse collections service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Refuse Collection on the next regular scheduled collection day. The Contractor shall have the right to discontinue refuse collection service at any Commercial Unit delinquent in its payments.

11.05 Contractor's Billings to City: The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the (30) day following the end of the month. Such billing and payment shall be based on the price rates and

schedules set forth in the contract document. The Contractor shall be entitled to payment for services based on the City's collection receipts from its customers for such service.

11.06 Contractor shall quote a rate for service per resident unit per month. The City shall bill the Residential Units, and shall pay the Contractor based on the revenues received on a monthly basis.

11.07 Contractor shall quote rates for services to commercial and industrial units in compliance with the rates set forth in the Contract. Contractor shall bill commercial customers directly.

12.00 BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, or the party's designated representative, at the inspecting party's expense, upon reasonable advance notice.

13.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: 104 W. College Ave., Alvarado, Texas 76009 ATTN: City Secretary

If to the Contractor, at: ATTN: [TITLE]

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

14.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, or Act of God beyond the reasonable control of Contractor.

15.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

16.00 GOVERNING LAW AND VENUE

This Contract shall be construed and enforced in conformance with the laws of the State of Texas. Venue for any actions arising from or related to this Contract shall be in Tarrant County, Texas.

17.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of the Contract shall begin on July 1, 2025

18.00 MISCELLANEOUS PROVISIONS

18.01 Attorney's Fees: The prevailing party in the adjudication of any proceeding relating to this Agreement shall be authorized to recover its reasonable and necessary attorney's fees and shall not include damages set forth in Section 271.153 of the Texas Local Government Code.

18.02.1 Independent Contractor: Contractor is an independent contractor as to the work, duties and rights granted herein and neither Contractor, its agents, officers, or employees, or subcontractors is an employee of the City. The doctrine of respondent superior shall not apply between City and Contractor and nothing herein shall be construed as creating a partnership or joint enterprise between the parties hereto.

18.02.2 Construction: The parties agree that nothing in this Contract will be construed against the drafter, each party having had the opportunity to consult with counsel to review this Contract.

18.02.3 Contract Documents: The Contract shall include the following documents as though they were fully set forth verbatim in the Contract: the proposal, including all exhibits the rate sheets, and the requests for proposal, including any addendums.

19.00 SPECIAL PROVISIONS

19.01 Clean Up Events:

During the term of this Contract, Contractor agrees to provide support each year to the City for City sponsored events as follows:

1. Contractor shall annually, on each June 1 of the term of this Contract, pay City \$5,000.00 for support of City sponsored events.
2. Contractor shall provide up to eight (8) 30-yard roll-off containers free of charge for each City event. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notice to Contractor to schedule such events.

SECTION IV:

ATTACHMENT A

Estimated Number of Residential, Commercial and Industrial Units Served

As of February 2025

TYPE OF SERVICE	APPROXIMATE # OF UNITS
Residential	2,169
Commercial & Industrial	223
TOTAL	2,392

ATTACHMENT B

CITY OF ALVARADO CURRENT RATES

EFFECTIVE 8/01/2024



On a separate sheet labeled "Contractor's Proposed Plan for Service Delivery, please describe how each service will be accomplished and performed in the service area. Specifically:

- A. Describe the Methodology for Garbage Collection to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area
- B. Describe the plan to provide Recycling Collection Services to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area
- C. Provide the list of identified landfills, disposal sites and recycling centers the Contractor intends to utilize. Please state whether these are owned by the Contractor and provide evidence of the right to utilize the landfill for the purposes of this Contract for the term of the Contract and any extensions thereof.
- D. Provide a list of reserve equipment and personnel available to ensure timely delivery and completion of all services.
- E. Provide Implementation and Operations Plan, detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services.
- F. Describe the customer service office and procedures:
 - 1. Hours of operation
 - 2. Procedure for tracking vehicle
 - 3. Procedure for responding to request for service
 - 4. Identify the names of the contacts for the City
 - 5. Identify emergency contacts

EXHIBIT B

Leased Equipment Rates

On a separate sheet labeled "Leased Equipment Rates – Exhibit B" please list out all equipment that the Contractor expects to make available to commercial customers and the lease price for each piece.

EXHIBIT C

Storm Debris/Emergency Response Supplemental Bulky Brush Collection

On a separate sheet labeled "Storm Debris/Emergency Response Supplemental Bulky Brush Collection – Exhibit C" please provide to City a proposal on a per ten (10) cubic yard basis for emergency or disaster response related to bulky brush pickup events.

EXHIBIT D

Optional Commercial Recycling

On a separate sheet labeled "Optional Commercial Recycling – Exhibit D" please include an attachment that provides information on available commercial recycling opportunities. Please include options for apartment complexes.

EXHIBIT E

Location of Business and Disposal Sites

On a separate sheet labeled "Location of Business – Exhibit E", please provide to City a detail of where Contractor's main business is located and the location from which the trucks will be dispatched for collections in the City. Also, please detail where the Solid Waste Disposal sites and Recyclable Processing Site is located.

EXHIBIT F

Polycart/Bin Specifications and Warranty

Contractor shall include the specifications and warranty of the residential polycarts/bins being proposed for recyclables. Specifications should include color, size, capacity, manufacturing process, hardware, etc. Any attachments, pictures, or other documentation relating to this item should be marked "Exhibit F". The City of Alvarado reserves the right to examine samples.

EXHIBIT G

Customer Service Policy and Contact Information

Attach a copy of your company policy addressing Customer Service standards. Be certain this information includes company contact names and phone numbers and the hours they will be available. Documentation relating to this item should be marked "Exhibit G".



EXHIBIT B
PARTNERSHIP ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

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

(Print Name) (Print Title)

of a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that he or she was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20.

Notary Public My Commission expires:

Seal

INSURANCE REQUIREMENTS

1. All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:
 - a. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A.
 - b. Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - c. The Special Provisions Section shall state that the liability and worker's compensation policies have been endorsed to provide for waivers of subrogation, to provide that those policies are primary and non-contributory as to the City.
 - d. Liability policies shall be endorsed to provide the following:

- (1) Name as additional insured the City of Alvarado, their Officials, Agents, Employees and volunteers.
- (2) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- (3) 30 days' written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date, except that 10 days' notice may be given in the event the Contractor has not paid for renewal of its coverage prior to the expiration date.
- (4) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- (5) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- (6) Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate the contract agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than \$5,000,000 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.



If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$5,000,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Professional Errors and Omissions Insurance

Professional E&O Liability insurance with a minimum policy limit of \$1,000,000 is required under this Agreement.

[X] Worker's Compensation Coverage

Contractor agrees to maintain insurance for workers' compensation or self-insured employee coverage meeting the requirements established by the Tex. Worker's Comp. Act, Texas Labor Code in the amounts not less than \$1,000,000.



Sustainability in Action

February 28, 2025

City of Alvarado
Ms. Hillary Comer
104 W. College Ave
Alvarado, Texas 76262

City of Alvarado - RFP #2025-001- Solid Waste Collection & Disposal and Recycling Collection & Processing Services

Ms. Cromer:

Allied Waste Systems, Inc. dba Republic Services of Itasca is pleased to submit its proposal in response to the above-referenced *Request for Proposal (RFP)*. While the City of Alvarado and Republic Services have enjoyed a 29-year partnership, we understand a municipality's need to test the market to determine if it is receiving the best value and service.

With our 29-year history, Republic Services' management and front-line employees have a profound knowledge of the City; its roadways and alleys, its neighborhoods, the habits and nuances of its residents, and the level of professionalism and service expected of its solid waste partner.

Republic Services owns the landfill and recycling assets to provide long-term service, giving us the advantage of knowing our cost increases over time.

Many contracts in North Texas rely on the ability to save residents money with an exclusive franchise contract including commercial and industrial businesses where the revenue percentage is offset by those amounts. In recent years, Alvarado has continued to grow and increase residential rooftops and relies on the commercial and industrial customer base to subsidize the residential rates.

Republic Services will continue serving the Alvarado community with automated side load service in carts. This is the direction for collections in our industry for many reasons, including safety of employees, changes in workforce interest and qualifications, and providing municipal customers with consistent and reliable service. Aesthetically, the utilization of poly carts provides for a more uniform and cleaner appearance on collection days.

Changing providers may cause disruption and spark emotion as people are passionate about their trash. Would the City want to entrust the heavy lift of changes in trash services to a company who does not know your City or has been a long standing partner?

Below is an overview of what we have proposed:

- **Municipal Solid Waste service 1x/week in 95-gallon carts**
- **Recycle service 1x/week in 95-gallon carts**
- **Bulk service 1x/month including a combined total of 3 cubic yards** (the size of 3 kitchen stoves) of bulky items that do not fit in the cart (couches, mattresses, refrigerators, etc)
- **Yard Waste/Brush service 1x/month bundled Brush/Yard Waste service including a combined total of 3 cubic yards** of tied and bundled brush
- On-Call option for excess bulk/brush, priced at \$50 per yard
- Annual cart cleaning 1x/year for trash and recycle carts
- Limited Mobility service for residents who qualify and cannot move their carts to the curb

1212 Harrison Ave, Arlington, TX 76011 | RepublicServices.com | Environmental Services, Recycling & Waste

✓

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Sustainability in Action

Benefits of Continuing a Partnership with Republic Services

We know your community inside and out. Having served the City of Alvarado since 1996, our management team and drivers know the City intimately.

A company of our size benefits Alvarado. Not only do we have the local team who serves Alvarado daily, we have access to employees and equipment throughout our national company to meet the needs of your city when they arise. We own and operate our own landfills and recycling centers, so if an obstacle arises at one facility, we have alternatives in place without wondering what we will do.

Your citizens know and trust us. We have participated in Alvarado's events for many years, providing a face behind Republic Services. Our track record, excellent customer experience and quality of our services will continue with the contract renewal, providing a high level of comfort for your residents and business community.

We are committed to your community. Republic Services will continue to support and increase its presence in the community, through involvement in City events, Chamber of Commerce and much more. Being Committed to Serve is a company core value, and Alvarado has that commitment from the Itasca Hauling team. Our history with the City speaks volumes for the commitment we have to Alvarado.

We wish to be the best partner and vendor with whom the City of Alvarado does business, and we will work with you to create the most efficient, cost effective, and quality solid waste and recycling service for your residents.

Because there are many complexities with our response and some significant increased asks, we welcome the opportunity to meet with and discuss our proposal with the City of Alvarado staff as you weigh your options and determine the City's next steps. Robyn Mota will remain the point of contact during the RFP process and will continue to serve as the primary representative to Alvarado.

Best Regards,

A handwritten signature in blue ink that reads "Nick Babcock".

Nick Babcock
General Manager

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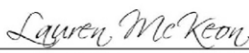
CERTIFICATE OF SECRETARY
RELATING TO THE BID OR PROPOSAL TO PROVIDE
SOLID WASTE AND RECYCLING SERVICES
FOR THE CITY OF ALVARADO
IN THE STATE OF TEXAS

The undersigned, Secretary of **ALLIED WASTE SYSTEMS, INC.**, a Delaware corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **NICK BABCOCK** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 25th day of February, 2025.



Lauren McKeon, Secretary

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Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Jane Nelson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application For Certificate Of Authority for ALLIED WASTE SYSTEMS, INC. (file number 7388506), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on August 26, 1987.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on February 26, 2025.



A handwritten signature in cursive script that reads "Jane Nelson".

Jane Nelson
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <https://www.sos.texas.gov/>
Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 1455683500018

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Corporate Data Sheet Report

As of February 25, 2025

Allied Waste Systems, Inc.

Incorporated in Delaware on 08/14/1972

Status:	Current		
Entity Type :	Corporation		
Federal ID #:	36-2750252	Internal #:	13
Domicile:			

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Directors

	<u>Title</u>
Elyse M. Carlsen	Director

Officers

	<u>Title</u>
Julia Arambula	President
Jake Anderson	Vice President
Yasser Brenes	Vice President
Ashley Kasarjian	Vice President
Brady Loesch	Vice President
John B. Nickerson	Vice President
Christopher Nie	Vice President
Javara Perrilliat	Vice President
Larson Richardson	Vice President
Bryant Thornton	Vice President
Andrew Wempe	Vice President
Adrienne W. Wilhoit	Vice President
Lawrence D. Focazio	Vice President, Tax
Lauren McKeon	Secretary
Ashley Kasarjian	Assistant Secretary
John B. Nickerson	Assistant Secretary
Adrienne W. Wilhoit	Assistant Secretary
Calvin R. Boyd	Treasurer

Direct Owners

	<u>Registered in</u>	<u>%Ownership</u>
Allied Waste North America, LLC	Delaware	100.0000 %

Bridgeway Report

Corporate Data Sheet - v.6 Generated 02/25/2025 3:17:55 PM

Page 1 of 2

Corporate Data Sheet Report

As of February 25, 2025

Allied Waste Systems, Inc.

Registrations

Arizona	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	F-0100517-8		10/16/1992	
California	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	1594086		08/24/1987	
Colorado	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	20031287338		09/08/2003	
Delaware	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Incorporation	0784271		08/14/1972	
Indiana	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	2006121200666		12/11/2006	
Massachusetts	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	362750252		09/02/1987	
Michigan	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	800991220		02/13/1985	
New Hampshire	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	177958		10/19/1992	
New York	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	1168812		12/03/1987	
Ohio	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	FL650835		02/01/1985	
Oklahoma	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	2300385229	FRX-10156076-08	03/31/1982	
Texas	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	00073885-06	13627502522	08/26/1987	
Utah	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	1023175-0143		01/23/1989	
Wyoming	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Qualification	2020-000961885		12/01/2020	

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Solid Waste Collection & Disposal and Recycling Collection & Processing Services

Executive Summary

Republic Services is the national leader in comprehensive environmental services, currently partnered with over 2000 municipalities to deliver essential services while making meaningful progress toward your climate action plans.

Our Promise

Sustainability in Action™ is our promise that lets customers know they can always rely on us to handle their recycling and waste needs in a responsible way.

Best Value

Republic Services is so much more than a traditional hauler of municipal solid waste and recycling. We know that by offering differentiated products, services and experiences designed to meet our customers' wants and needs, we drive customer loyalty and customer satisfaction.

Our commitment to sustainability includes major investments in the future of our

Republic Services is your low-risk, best value partner

- 14 employees live within Alvarado limits.
- 29 years continuously serving Alvarado
- Reliable – 99.9% pickup rate
- Safer – 38% fewer incidents than industry average
- Environmental Responsibility – #22 on the 2025 Barron's 100 Most Sustainable Companies

planet. We are actively innovating and driving the industry in new directions, which will transform ways in which the recyclable materials in America achieve circularity. Most evident is our innovation and investment to develop the nation's first, plastics polymer centers, delivering the production quality plastic polymers and olefins to enable true plastic circularity, and capacity to cover all of our operations in the country. We are also investing billions of dollars into dramatic reductions in emissions attributed to landfills and fleet vehicles, through our joint venture to convert landfill gas to renewable natural gas, and our industry

*Figure 1. **Your Low-Risk, Best Value Partner.** Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.*

Strengths of our Company	Benefits to Municipality
99.9% On-time reliability rate	Happy community; fewer calls to city hall
38% safer than industry average	Fewer incidents; safer community streets for children at play
Simple solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized #22 on the 2025 Barron's list of 100 Most Sustainable Companies	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Hundreds of trained agents networked together nationwide, organized in pods that focus on your market
Web- and smartphone-based app for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination



Solid Waste Collection & Disposal and Recycling Collection & Processing Services

leading efforts to convert our fleet to electric vehicles.

Our History

Allied Waste Systems incorporated in Texas in 1987. Now, throughout the years with acquisitions and mergers, Republic Services has been serving the North Texas area since the early 1950s. Our reputation, transparency, and the trust we have built with our municipal customers has allowed us to renew/extend over 90% of our franchise contracts.

Our Values

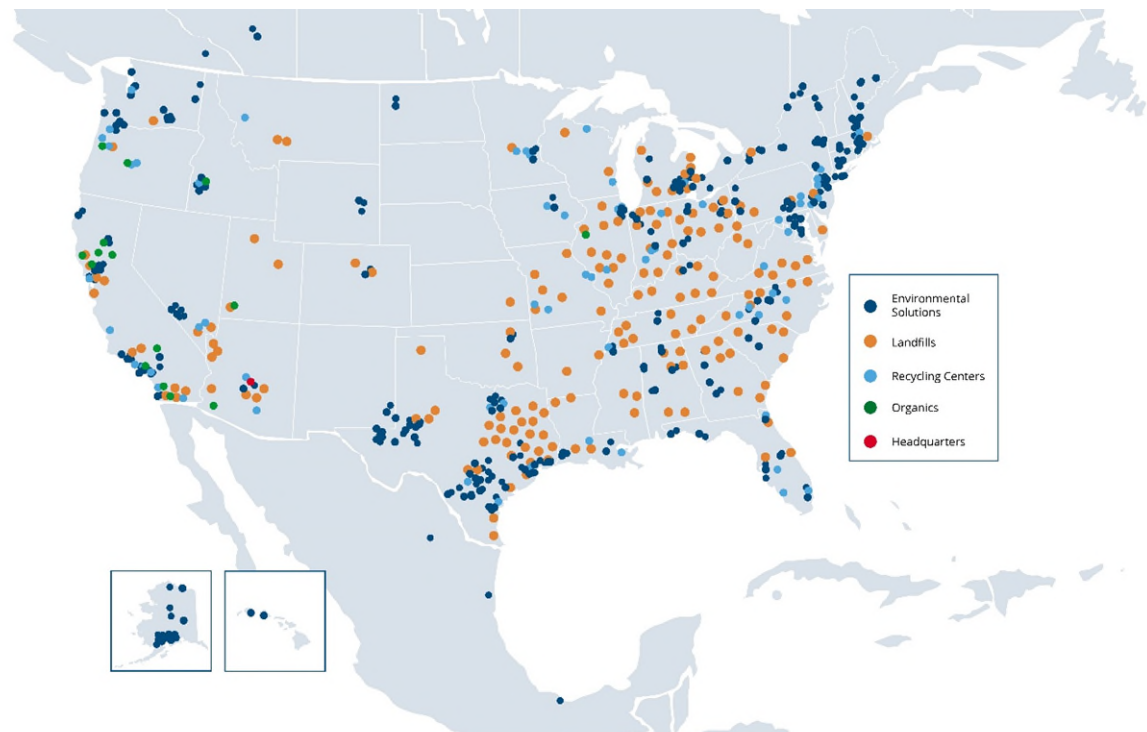
Our company culture is anchored in 5 core values, which guide us as we serve our customers every day.

- **Safe** – We protect the livelihoods of our colleagues and our communities

- **Committed to Serve** – We go above and beyond to exceed our customer's expectations.
- **Environmentally Responsible** – We take action to improve our environment.
- **Driven** – We deliver results the right way.
- **Human-Centered** – We respect the dignity and unique potential of every person.

We believe that by adhering to these core values, and constantly driving to improve on them, we deliver superior service, differentiate our company from the competition, all while leading the industry as the most sustainable partner for our municipalities.

Figure 2. **Local team with a national network.** Republic Services delivers essential services and Emergency Response in almost every state in North America.





**Solid Waste Collection & Disposal and
Recycling Collection & Processing Services**

Past Performance

With approximately 2400 municipal contracts and approximately 100 new contract starts per year, Republic Services offers deep experience and past performance that is low risk and best value.

Our performance and customer satisfaction is reflected in the length of our partnerships. Almost 90% of contracts that are in a negotiating cycle choose to stay with our service.

Performance Anchored in our Values

Our municipal partners give us strong scores on performance because we place such a high priority on our 5 core values every day.

- **Safe** – We protect the livelihoods of our colleagues and our communities
- **Committed to Serve** – We go above and beyond to exceed our customer's expectations.

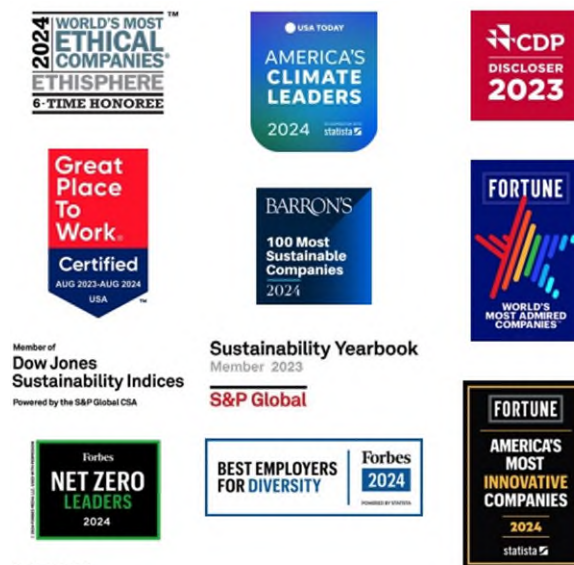
- **Environmentally Responsible** – We take action to improve our environment.
- **Driven** – We deliver results the right way.
- **Human-Centered** – We respect the dignity and unique potential of every person.

Performance

Republic Services of Itasca does not utilize a subcontractor to perform services.

Allied Waste Systems, Inc. dba Republic Services of Itasca has not filed for bankruptcy nor failed to complete a contract awarded or been terminated by a Municipality before the end of the contract term. A disclosure of litigation including the State of Texas is attached to the proposal. Republic Services of Itasca has not filed nor been the defendant in any lawsuits nor arbitration or mediation with a Municipality in regard to a contract for services.

Figure 3. *Republic Services prioritizes customer loyalty and satisfaction by providing comprehensive environmental services and making meaningful progress towards climate action plans.*



As of June 1, 2024.



Solid Waste Collection & Disposal and Recycling Collection & Processing Services

Global Recognition

We believe that excellence means being better than competitors at everything we do. We also appreciate that our customers want peace of mind knowing they are partnering with a reliable, safe and ethical company. We are very proud of our success in these areas and work diligently to maintain our positions on these prestigious lists.

Municipal References

Republic Services is proud to partner with approximately 2000 municipalities across the nation. Relevant to your municipality, location and desired services, we offer the local partners in following pages as references to assist in obtaining feedback.

City of Dalworthington Gardens	
Collection Contract – Exclusive Franchise 1978 to 2023	
Contact Person	Mayor Laurie Bianco
Address	City of Dalworthington Gardens 2600 Roosevelt Drive Dalworthington Gardens, TX 76016
Phone	903-258-7354
Email	mayorbianco@cityofdwwg.net
Service Types	Residential, Commercial, and Industrial
Services performed:	Commercial, industrial, and residential solid waste services, residential recycling services and processing, including bulk and brush collection





**Solid Waste Collection & Disposal and
Recycling Collection & Processing Services**

City of Arlington	
Exclusive Franchise – 1951 to Present	
Contact Person	Nora Coronado
Address	City of Arlington 101W Abram Arlington, TX 76004
Phone	817-459-6564
Email	Nora.Coronado@ArlingtonTX.gov
Service Types	Residential, Commercial, and Industrial
Services performed:	Commercial, industrial, and residential solid waste services, residential recycling services and processing, including bulk and brush collection





Solid Waste Collection & Disposal and Recycling Collection & Processing Services

Your Team

Your leadership team is knowledgeable about local collection and post-collection processing activities and is supported by the technical expertise and financial strength of our parent company Republic Services, Inc.

Our in-house training, personnel advancement, recruitment programs, and work force development are some of the most comprehensive in the industry, which enables us to attract and retain the most highly qualified, dedicated, and experienced professionals in the business today.

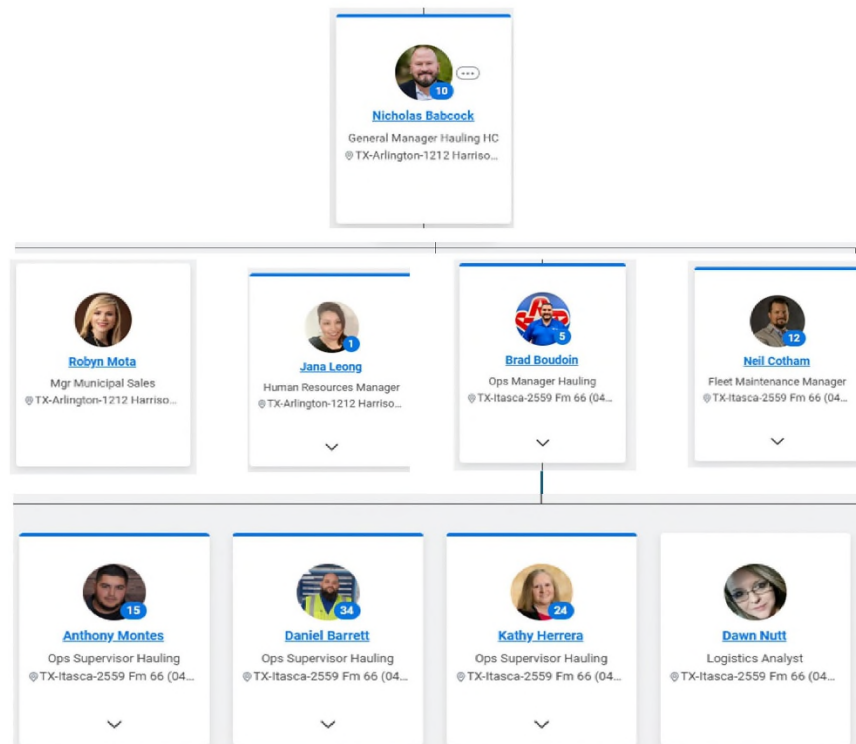
Local Leadership

For over 60 years, Republic Services has partnered with municipalities, residents, and businesses in Texas to provide solid waste, recycling, yard waste, and bulky item collection services.

Republic Services is integrated in the community, employing approximately 15 people with the Alvarado contract, with 14 who live within the Alvarado city limits.

Our local and area management teams have extensive industry experience in operating and managing solid waste companies and have substantial experience in your region. This allows us to quickly respond and meet your needs; all the while staying in touch with your city staff, as well as local businesses and residents. Our strong area management team allows us to effectively and efficiently drive initiatives that help ensure consistency across the organization. These teams have extensive authority, responsibility and autonomy for operations within their geographic markets.

Figure 4. **Personal and Powerful.** Your dedicated local support backed by Republic infrastructure.





Solid Waste Collection & Disposal and Recycling Collection & Processing Services

National Backing

Each of our local business operations is fully empowered and accountable for delivering on our commitments to our customers. They are also backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this benefit to you is the response capabilities during times of crisis such as hurricanes, tornados, or other disasters.



Leadership Team Contact Information

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NBabcock@republicservices.com
817-317-2030

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Commercial Supervisor
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c 254.337.0162

Logistic Analyst
Dawn Nutt
DNutt@republicservices.com
254.221.4416

Facilities

Our facilities are engineered for safe, environmentally friendly operations. We use sustainable materials that facilitate energy and water conservation, as well as design principles to enhance employee and guest safety and comfort.

Providing outstanding environmental services to your community requires the existence of multiple types of facilities, which include:

- Hauling company
- Recycling center
- Landfill
- Customer Services Team

Our largest workforce presence exists at a hauling company, to support the complex operation that goes into serving your community with a 99.9% pickup reliability rate.

A landfill can be one of the most complex facilities in our portfolio due to the tremendous responsibility we hold to appropriately handle the nation's waste. All our landfill facilities are subject to the Resource Conservation Recovery Act (RCRA) Subtitle D regulations and Texas Commission on Environmental Quality (TCEQ) regulations to our local Texas facilities.

*Figure 6. **Local Infrastructure** – Our local facilities are best located to serve your city with an eye toward sustainability.*



Recycling Centers are very complex facilities that are designed to receive, process, and package the various recyclable commodities that are collected in the community.

*Figure 5. **Facilities Serving Alvarado** – Republic Services will serve your city with the following facilities.*

Facility Type	Address	Distance from City	No. of Employees	Hours of Operation
Republic Services Hauling Company	2559 FM 66, Itasca	21 miles	80	7:00 a.m. – 5 p.m. Monday - Friday
Republic Services Recycling Center	6200 Elliott Reeder Rd, Fort Worth	31 miles	50	M-F 8:00 a.m. – 5 p.m. Monday - Friday
Republic Services Landfill	2559 FM 66, Itasca	21 miles	30	M-F 7:00 a.m. – 5 p.m. Sat 7:00 a.m. – 12 p.m.
Republic Services Customer Service Team	Virtual	Virtual	20	7:30 a.m. – 5 p.m. Monday-Friday

Collection Operations

We exercise the utmost responsibility in our operations. This includes our fleet, our buildings, our landfill technology and the day-to-day activities we conduct in our communities. We are working hard to understand and measure our impact on air, land and water to minimize or eliminate any negative consequences.

We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisors, which means that items needing attention are dealt with immediately and that the supervisor knows your community intimately. In addition, our supervisors are out on the routes regularly. At least twice per week, they conduct ride-alongs with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on the route and keeps the supervisor directly aware and familiar with the nuances of the route and the community. Few, if any other companies in the industry, dedicate their operations staff to success in this manner.

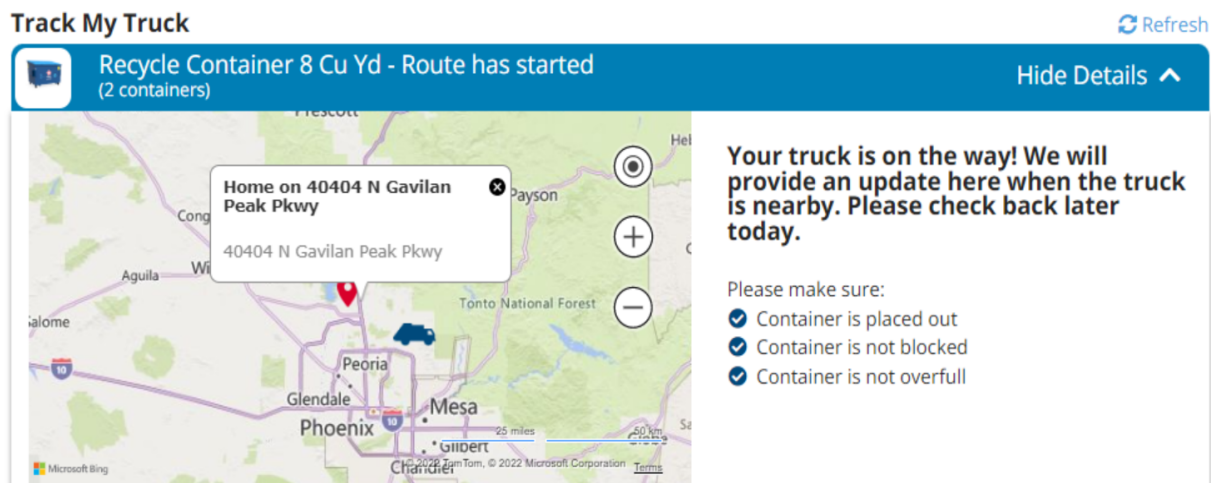
Landfills

Republic Services operates eight (8) landfills within the Dallas-Fort Worth area allowing us to efficiently collect and dispose of waste from customers throughout the City of Alvarado daily.

Communication with the Community

In addition to the regular collaboration between the routing teams, our operations team can communicate with the residents and commercial customers easily using several forms of technology. Our *Republic Services web- and smartphone-based app* enables customers to see their accounts, make service requests, or raise issues for resolution. This app also enables our operations team to offer alerts or emails to customers regarding changes in service for holidays or inclement weather. We also employ a technology known as Call-Em-All, which is a phone-based capability for distributing operations updates when needed to customers on effected routes. Residents and business owners can opt in and out of this communication with options for phone, text and email for most alerts.

Figure 7. **Track My truck;** Customers can now view their truck proximity when enroute to their location.





The expansion of our digital operations allows Republic Services to offer a feature set we are proud to provide to our customers to improve access and visibility. With the implementation of RISE and our digital operations suite, customers have unprecedented access to features such as service verification and Track My Truck. What this means for our customers, is not only a reliable operation, but increased confidence and verification to ensure little to no impact to the day-to-day.

Residential Municipal Solid Waste & Recycling Collection

The best practice for residential collection is through single-family carts using an automated side loader (ASL) truck. The ASL collection vehicle is proven over time to retrieve and return carts in even the most hard-to-reach locations such as narrow streets, courts, and alleyways, enabling the industry's most efficient, safe and environmentally responsible curbside automated collection services.

The ASL cart collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing the cycle (pick up cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop.

Each collection vehicle is operated by a single driver and will be painted in a uniform manner, featuring our logo and company information.

We will continue providing same-day collection for solid waste and recycling services. Single-family customers will have no change to their weekly trash and recycling collection. Both collections will be collected with an automated side loader (ASL) truck on the same day.

Solid Waste Collection & Disposal and Recycling Collection & Processing Services

Figure 8. Automated Side Load Collection.

Provides a cleaner, safer, more efficient residential collection.



We will use 96-gallon blue carts with black lids for residential trash collection and 96-gallon blue carts with a light blue lid for recycling collection.

If a customer needs more than one collection cart, we will provide an additional cart for a fee to accommodate the customer's needs.

Residential Yard Waste and Bulk Waste Collection

We offer all residential customers a monthly collection of accepted yard waste and bulky items.

We will collect three (3) cubic yards of tied and bundled brush, white goods, with chlorofluorocarbons (CFCs) removed, and bulky items via a rear load truck. Bulk collection covers items that are too large to fit in the cart or excess collection needs. Bulk material for regularly scheduled collection should be no larger 3 cubic feet and weigh no more than 100lbs per item. Larger or additional items will be picked up as an on-call request from the customer for an additional fee.

Residential Support Services

Cart delivery and exchange requests will be serviced through the Itasca Hauling facility as requested.



Solid Waste Collection & Disposal and Recycling Collection & Processing Services

Limited Mobility Collection

Collection assistance, also known as backdoor service, is available to a residential household in which all members of the household are physically handicapped or disabled and unable to place the trash and/or recycling materials at the curbside. These customers may place containers at their front doorstep to be visible from the street.

Service Days

The following table reflects the service schedules for residential solid waste, recycle, yard waste and bulk items collection.

Figure 9. **Personal and Powerful.** Your dedicated local support backed by Republic infrastructure

Service	Days of Week	Collection Hours
Solid Waste & Recyclables	Mon - Fri	7 a.m. to 7 p.m.
Yard Waste & Bulk	1 st or 2 nd Friday	7 a.m. to 7 p.m.

Holiday Schedules

Republic Services will be closed on New Years, Thanksgiving and Christmas, if your service day falls on one of these days, your service will be delayed by one day.

Figure 10. **Residential Collection process.** Our residential collection service is simple, reliable, and environmentally responsible.



Residential Carts

The 96-gallon commercial and recycle carts we utilize are made by SSI Schaefer, a nationwide, reputable vendor. The specific carts selected are the blue The Q Cart with up to 20% post-consumer recycled material. This ensures the environmental impact will be as low as possible with a durable product. Cart warranty details are available upon request.

Commercial Collections

Republic Services provides effortless recycling and waste solutions for our commercial customers, working with them to evaluate and optimize their solution

Commercial Solid Waste

From monthly to daily collections, and dumpster sizes ranging from 2- to 8-yards in size, Republic Services offers solid waste and recycling services with a variety of dumpster sizes and service frequencies to meet every business' needs.

Collections for commercial solid waste and recycling customers will be serviced by a commercial driver and front load truck based at the Itasca Hauling facility. Waste will be transported to the Republic

*Figure 12. **Dumpster Placement.** The correct placement allows for safer and consistent service.*



*Figure 11. **Simple Solutions for Residential.** Our residential collection is simple and reliable.*



Services Itasca Landfill. Recycling will be transported to the Republic Services Material Recovery Facility in Fort Worth.

Commercial Recycling

Republic Services offers single-stream recycling, in which the customer deposits recommended empty, clean and dry recyclable materials in the one recycling container. Republic Services then collects and transports the materials to the Fort Worth Recycling Centers for separation and processing.

Republic Services also offers source-separated recycling for cardboard and other commodities that can be taken directly to a local processing facility.

Flexible, Tailored Solutions

Our dedicated team is available to consult with businesses and communities of any size to conduct a comprehensive on-site waste assessment to determine the needed services, collection frequencies, and dumpster sizes. During the assessment, we will identify dumpster locations and access paths that allow for safe, convenient service.

Right-sizing service levels can increase waste diversion, improve collection productivity, and lead to reduced costs for customers.



Solid Waste Collection & Disposal and Recycling Collection & Processing Services

Front-Load Vehicles

We service commercial customers with front-load collection vehicles with 28-cubic yard volume bodies because:

- The supplier is a company that has proven to be among the strongest, safest and lowest maintenance trucks in the industry
- Our first-hand local knowledge shows that this truck's size and attributes will "fit" every neighborhood we service, including hard-to-service accounts

Commercial Support Services

Container delivery will be serviced through the Itasca Hauling facility and will take place Monday through Friday.

Roll-Off and Compactor Collection Overview

Republic Services' offers reliable roll-off dumpsters for industrial customers across many industries.

Collections to permanent industrial solid waste and recycling customers will be serviced by an industrial driver and roll off truck based at the Itasca Hauling facility. Waste will be transported to the Republic

transported to the Republic Services Material Recovery Facility in Fort Worth.

Roll-off service is unique because every day requires a different route for each of our trucks.

We ensure that all routes are optimized daily for efficiency and service with continual investment in the best employees, best practices, best equipment, and the best technologies.

We provide a large inventory of open-top roll-offs, ranging in sizes from 20 to 40 cubic yards with scheduling options from on-call to multiple times daily, to meet the needs of every customer throughout the year. Republic Services can scale up services during peak times to accommodate large temporary projects or seasonal industries like construction.

Industrial Recycling

Republic Services excels at helping customers meet their sustainability needs, by identifying disposal locations that can recycle their materials, and by sharing best management practices for on-site commodity separation. Implementation of a successful separation program will both increase commodity values and decrease

Figure 13 **Collection Equipment and Carts** Planned for the City of Alvarado

Vehicle Type	Engine Type	Body Type	Year	Weight	Capacity
Automated Side Load	Mack Diesel	Heil ASL	2023	66,000	28 yards
Automated Side Load	Paccar Diesel	Heil CSL	2022	66,000	28 yards
Automated Side Load	Mack Diesel	McNeilus ASL	2023	66,000	28 yards
Rear-Load	Mack Diesel	Heil REL	2018	66,000	25 yards
Front Load	Mack Diesel	Heil FEL	2023	60,000	28 yards
Front Load	Paccar Diesel	Heil FEL	2021	60,000	28 yards
Front Load	Mack Diesel	McNeilus FEL	2023	60,000	28 yards
Roll Off	Mack Diesel	G&H RO	2020	66,000	40 yards
Roll Off	Paccar Diesel	G&H RO	2013	66,000	40 yards
Roll Off	Mack Diesel	G&H RO	2017	66,000	40 yards
Roll Off	Mack Diesel	G&H RO	2020	66,000	40 yards

Cart Brand	Size	Dimension
Schaefer	95-gal	43.2x28x32.1

Services Itasca Landfill. Recycling will be landfill-bound volumes.



Special Waste

Republic Services' roll-off fleet is also used to meet the special waste needs of our customers. We work with each customer to accurately characterize and profile disposal needs prior to collection, and then collect and dispose of the waste in a manner that meets all regulatory requirements.

Methodology and Procedures

Collection is completed with roll-off trucks on the open top roll-offs or compactors coupled with a highly trained, professional driver.

Servicing the roll-off starts by backing the truck up to the roll-off, hooking a cable from the truck, and then using a hydraulic mechanism called a "hoist" to pull the roll-off onto the truck. All Republic Services roll-off trucks are equipped with an automatic tarp, which is placed over the dumpster to prevent litter or spillage during transport. Typically, a driver will arrive with an empty container, swap it with the existing (full) container, and then haul the full container to the disposal facility.

Holidays & Schedule Disruptions

Republic Services will take all necessary steps to notify all commercial and industrial customers prior to all holidays and unforeseen schedule disruptions via our Republic Services app and the Call-Em-All automated calling system.

Operational Plan

Our operational plan ensures a seamless continuation of service with no disruption to customers. We will maintain the same level of service that has been successfully provided over the past 29 years, adhering to established schedules, quality standards, and operational procedures. Our team remains committed to efficiency, reliability, and customer satisfaction.

Transition Plan

As we are continuing the existing service without changes, no transition period is necessary. All operations, staffing, and logistics will remain consistent with current practices, ensuring uninterrupted service. Our established infrastructure and experienced team are already in place, allowing for a smooth and seamless continuation.

Figure 14. **Roll off Container Size Chart** Find the right roll-off for the customers' needs

					
	10-YARD BOX	15-YARD BOX	20-YARD BOX	30-YARD BOX	40-YARD BOX
Standard Dimensions	12'8"L x 8'3"W x 4'4"H	2'11"L x 7'9"W x 4'5"H	22'9"L x 8'3"W x 4'4"H	23'1"L x 8'W x 6'1"H	23'1"L x 8'3"W x 7'9"H
Capacity	60 standard trash bags or recycling bins ^{1,2} 4 pickup truck loads	90 standard trash bags or recycling bins ^{1,2} 6 pickup truck loads	120 standard trash bags or recycling bins ^{1,2} 8 pickup truck loads	180 standard trash bags or recycling bins ^{1,2} 12 pickup truck loads	240 standard trash bags or recycling bins ^{1,2} 16 pickup truck loads



Solid Waste Collection & Disposal and Recycling Collection & Processing Services

Safety

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to Think. Choose. Live.®

Safety Overview

Republic Services has an industry leading safety record that has been 38% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 72% of the industry's Driver and Operator of the Year awards since 2009.

Republic Services maintains strict compliance with all applicable OSHA, federal, state and local safety requirements while performing all work-related functions.

We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate and verify employee practices constantly.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as on-road auditing and policy reinforcement.

Two of Republic Services' ambitious sustainability goals are tied to specific safety metrics. These include reducing our Occupational Safety and Health Administration Total Recordable Incident Rate to 2.0 or less and having zero employee fatalities.

Think. Choose. Live.®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 16,000 drivers.

Our Think. Choose. Live.® philosophy helps navigate these situations by encouraging employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

ReSOP Program

The Republic Services Observation Program (ReSOP) is paramount to decreasing incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week.

Figure 15. **Continually Improving Safety** is Top Goal for Republic Services.

Safety

Our goal is to reduce our OSHA recordable rates by 7% year-over-year.



Safety Meetings & Training

Republic Services provides weekly, monthly and annual safety training for all our employees.

Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry

Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence programs are designed to identify, recognize and reward safety-sensitive employees who are dedicated to safety and excellence in their workplace.

Employee safety and excellence is measured on six criteria including having no preventable crashes or injuries, no unscheduled lost time and no safety

warning letters. Each employee who qualifies is recognized monthly, quarterly and annually.

Focus 6

Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious incidents. This industry-leading program involves in-class training and practical skills course exercises that have helped to reduce crashes and injuries.

*Figure 16. **Inspections.** Driver performs pre-route inspection to ensure vehicle is safe for operating.*



OneFleet

Our OneFleet maintenance program enhances quality of service and maintains a reliable fleet that yields a better customer experience.

Republic Services is dedicated to operating the best running, safest and most environmentally friendly vehicles in the industry. This goal is achieved through a coordinated vehicular maintenance system called OneFleet.

With standardized procedures and consistent execution, the OneFleet system improves safety for the fleet, decreases repair downtime and improves customer satisfaction.

Preventive Maintenance

Preventive maintenance (PM) is the hallmark of OneFleet. Republic Services prescribes six levels of PM activity at varying truck hour markers.

1. Every 150 hours - full inspection, including nuts/bolts/fluids/no cracks
2. Every 450 hours – #1, plus full lubrication service
3. Every 1,350 hours - transmission, front suspension, air-to-air, hydraulics, CNG inspection
4. Every 2,700 hours – #1- #3, plus drain transmission, new filters and fluids; crank ventilation filters; exhaust system inspection/service, cleaning, catalyst inspection/service
5. Every 5,400 hours – #1-#4, plus differential fluids, DPF system, overhead valve adjustment, fuel systems inspection/service
6. Every Year – Annual Federal Safety Inspection

Our OneFleet program leads the industry in creating a safer, more reliable fleet, both operationally and environmentally

- A scheduled preventive maintenance program enables us to offer a superior fleet traveling on your roads
- Regular preventive maintenance contributes to our 99.9% pickup reliability rate and having a 35% safer-than-industry-average performance
- OneFleet allows us to keep costs low and efficiency high, which ultimately benefits the communities we serve

Planning and Scheduling

Standardized planning and scheduling leads to increased shop capacity and reduced fleet down time. Planning preventive repairs also make certain that parts are on hand and technicians are scheduled accordingly. This also keeps the shop proactive and prepared, and provides the benefit of prioritizing repairs and keeping the fleet ready at route time.

Workplace Organization

A clean and organized workplace makes for a safer and more efficient

Figure 17. Our highly specialized technicians deliver a best-in-class fleet for your municipality.



environment. At Republic Services, we abide by the Five S's:

- Sort
- Straighten
- Sanitize
- Standardize
- Sustain

Figure 18. The OneFleet preventive maintenance program contains six pillars.



Training

The Republic Services' OneFleet program is built on the foundation of an educated workforce. Ongoing tech training, on-the-job projects, as well as formal classroom clinics, are all part of the "Republic Services Way."

Drivers Practice

Joint accountability and proper communication between maintenance crews and operations personnel (drivers and supervisors) foster fewer unscheduled repairs and breakdowns. Each day, drivers:

- Perform a pre/post-trip driver quality control inspection
- Ensure any issues they identify are accurately communicated to the shop
- Ensure customer and route expectations are understood in the mornings

Parts Management

The right part at the right time is critical to maintaining a fleet. With proper inventory management, parts are on hand for all scheduled repairs. That decreases truck and labor down time and reduces overall costs for the customer. Integral to

Figure 19. **Parts Management** is a key component of our successful OneFleet program.



the parts maintenance program is a maintenance bay. The floors and shelves are kept clean and orderly. With proper scheduling, parts are also staged in advance of a technician's arrival.

The real benefit of OneFleet is the positive impact to the customers. Republic Services drivers begin each day with a safe and reliable fleet. A reliable fleet allows the frontline employees to focus outwards and onto the MSW and recycling needs of the community.

Cross-Functional Huddle

Republic Services Operations and Maintenance Teams must meet daily to review Route Ready and OneFleet. This enables the teams to discuss truck needs and fleet health to ensure each driver is in his/her own truck each day to service your city.

Vehicle Inspection Reports

The key to the preventive maintenance program is daily completion of vehicle inspection reports. This is done by the

collection vehicle's assigned CDL driver and includes both a pre-trip inspection and post-trip inspection. Drivers check fluid levels, lights, tires and other safety related areas of their truck and indicate on the inspection report any defects or deficiencies found that day. Shop personnel review the report and check any items marked by the driver as being questionable or problematic.

Technicians then make any needed repairs before the vehicle returns to the route.

Furthermore, each vehicle undergoes a thorough and comprehensive preventative maintenance inspection (PMI) every 150 hours of service. This inspection is conducted by a trained and certified brake inspector, according to USDOT requirements.

Vehicle Appearance

It is a fact that vehicles that are clean in appearance are usually well-maintained as well. Republic Services washes its collection vehicles weekly, utilizing biodegradable cleansing products, high- and low-pressure washers, as well as a brush.

*Figure 20. **Clean, well maintained trucks.** Our well-maintained fleet is a direct reflection of your municipality.*





**Solid Waste Collection & Disposal and
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Customer Service

We have redefined the Best Practices in Customer Service coverage and user experiences through our response to the 2020 pandemic.

Redefining Customer Service

Over the past 5 years, Republic Services has redefined the way we deliver superior customer service. A 2017 commitment to shift from hundreds of distributed, nonintegrated call centers to a national technology platform gave us insights and experiences that informed and shaped our thinking today. Additionally, those prior investments in establishing a national customer service network and tool suite enabled us to lead the industry in our rapid response to the pandemic, when we shifted 1,800 agents to a work-from-home posture in three days, and never dropped a call.

Refinements to Our Approach

Optimal Call Center Hours

During a 12-month period in 2019, we collected and tracked every call that was made to our staffed call centers across America. In total, more than 12.7M calls were received during that timeframe, when our call centers were open Monday through Friday 7 a.m. to 6 p.m. and Saturday 8 a.m.-1 p.m. When analyzing the data, we learned that less than 1.5% of daily calls were received from 7 a.m. to 8 a.m., and less than 1% of daily calls were received after 5 p.m. daily. We further learned that less than 2% of the entire weekly call volume occurred on Saturday. Through the data, the customers were telling us that they were busy during those times, and it was not necessary for the call centers to be

running fully staffed for such a small percentage of the total call volume.

This insight allowed us to define our best practice for call center hours, which is to be open Monday through Friday from 7:30 a.m. to 5 p.m.

Customer Self-Service

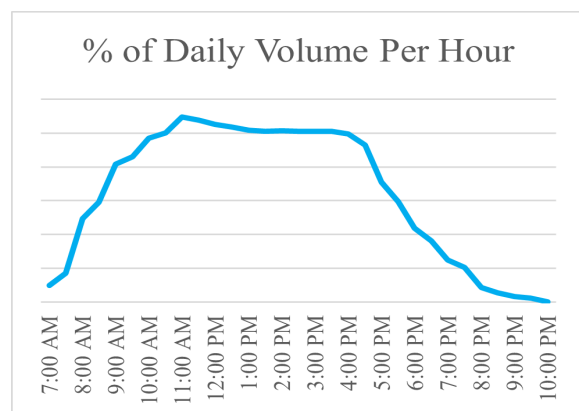
Modern day customer service is about customer options and simple solutions. Newer generations expect web-based and mobile app-based abilities to self-serve simple needs at any time of the day or night. Certainly, more complex topics may still require person-to-person interaction, but a vast majority of customer service contacts in this industry are topics that can be self-served. For this reason, Republic Services has invested to create state-of-the-website and mobile app.

Our customers now can us 24/7 via our website, www.RepublicServices.com, or via our Republic Services mobile app.

Our self-service options are designed to improve overall response time, enabling resolutions to simple customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible. Through our website and mobile app customers can:

- Pay their bill
- Schedule an extra pick up

*Figure 21 . **Optimal Call Center Hours.** Analysis of over 12M calls in a 12-month period shows over 90%+ of all calls occur M-F between 7:30am and 5:00pm*





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- Discover new services
- Receive weather and holiday service updates
- Sign up for autopay and paperless billing
- Submit inquiries or complaints
- "Track My Truck"** where customers can see where a truck is currently located on route.
- Service alerts to notify residences or businesses of changes or delays. Alerts such as a blocked containers will provide a notification with a photo uploaded to the app.

Access to Live Agents

When the pandemic of 2020 hit, we learned some powerful lessons regarding optimal customer service models. For years prior, we had invested to consolidate our agents into three national call centers, leveraging technology and training to offer a superior experience to callers.

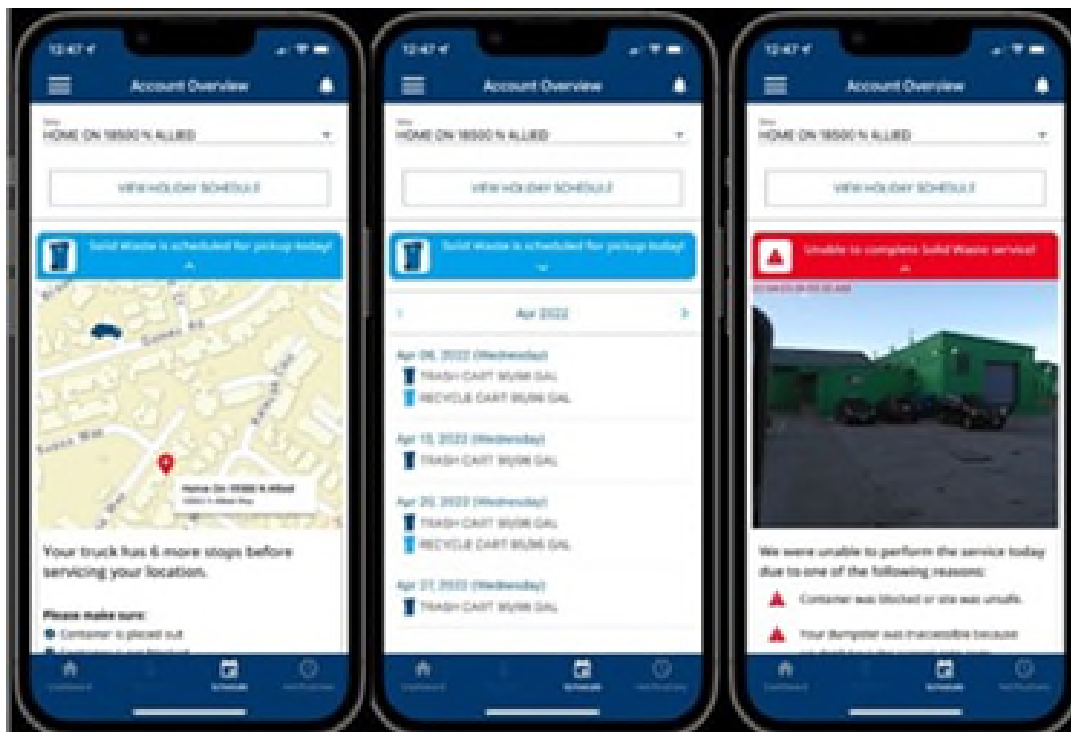
In 2020, over 1800 agents began taking calls from home, completely seamless to the customers who were calling. Throughout the months-long pandemic, we found our agent performance improved, average call metrics improved and customer satisfaction scores also improved. A new customer service model had been created and proven in the pandemic, whereby agents could take calls from anywhere, so long as they had access to their technology.

This is a very powerful model when looking at attracting and hiring the best call center talent, without the geographic limitations of either a "local" or "consolidated" model. By being open to a remote workforce, we found an increase in agents interested in working part time hours, as well as a willingness to log in to gain a few extra hours to cover times of higher call volume.

Organizing Agents into Pods

Although we utilize agents connected to a national network that enables remote

Figure 22. **Track My Truck and Service Alerts** – when a customer enrolls on our mobile app.



working, we are able to organize them into teams, or “pods” that are responsible for a defined geography of contracts and customers. This allows agents to become more familiar with the municipalities that they support, and the details of the contracts as well. The result is a level of familiarity similar to having a locally based agent, but with the power of being able to hire the best agent talent in the broader market.

Process For Handling Calls

When a customer calls our Customer Service line, a sophisticated series of actions begin:

- Initial call-prompt questions for the customer help determine the complexity of the request. Simple requests are routed for agents that can handle calls remotely, while more complex needs can be routed to specialized agents with advanced skills and knowledge of the geography and local operations if appropriate.

Figure 23 . Immediate Customer Feedback. Customers can answer a simple post-call survey, offering us immediate insight into customer satisfaction.



- The customer’s phone number then associates with known customer details in our database and triggers the integrated system to populate with a map of the service address, level of service, past service requests, and city-specific contract information. This knowledge-based system even shows the customer’s current weather.
- The agent confirms the customer’s name and service address and begins to assist the customer with their request.
- If the question requires communication with the local operations team (such as, missed pick-up or container exchange), the agent can access additional systems to run the resolution to ground.
- Often, the customer’s concern is handled by the time they hang up the phone. For those calls requiring operations support the issue is scheduled for resolution in a timely manner.

Post-Call Analysis

Customer Satisfaction Surveys

When a call is completed, the customer is offered the opportunity to take an optional 3-question survey, enabling them to tell us if they are satisfied with the service we have provided. This immediate insight tells us daily that we are on track, and enables us to take corrective action quickly if ever needed. The survey is voluntary and if customers choose to participate, they are asked 3 simple questions.

- Question 1:** On a scale of 0-10, How likely would you be to recommend Republic Services to a friend or colleague? 0 meaning that you are ‘Not at all Likely’ and 10 meaning you are ‘Extremely Likely’ to recommend Republic Services as a recycling and waste provider.
- Question 2:** Were we able to resolve your issue or answer your question on this call?



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- a. Press 1 if yes
- b. Press 2 if the agent could not personally resolve your issue but told you what to expect next.
- c. Press 3 if the agent did not resolve your issue and did not tell you what would happen next.
- **Question 3:** Once you reached an agent, how long did your call with Republic last? Did it take:
 - a. Press 1 if less time than you expected,
 - b. Press 2 if about as much time as you expected, or
 - c. Press 3 if more time than you expected

Our results are offered in the figure at left, indicating NPS with a 9.2 out of 10 satisfaction; 97.8% of callers feeling we achieved first-call resolution; and 95.1% feeling we handled their needs in a reasonable time.

Sustainability

The breadth and scope of our sustainability platform is earning

noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact to landfills that generate renewable energy, we are **Sustainability in Action™**.

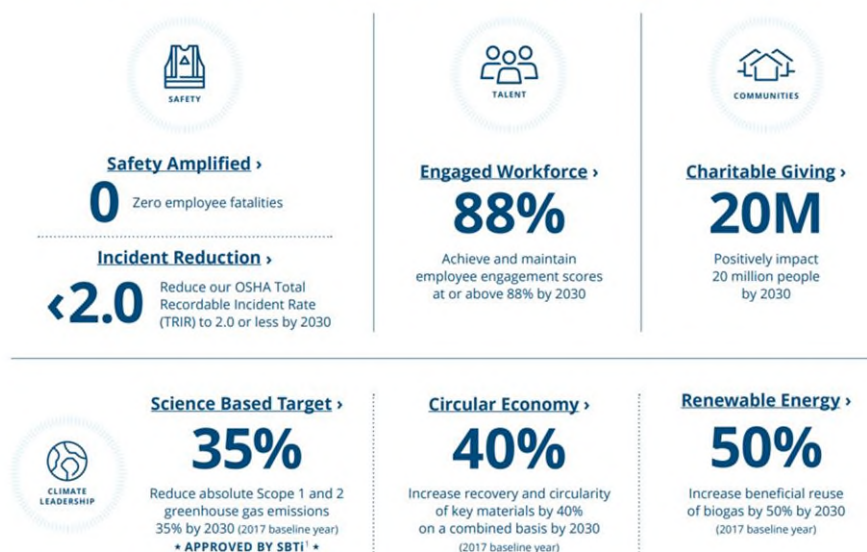
Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services from our competitors.

We are guardians of our environment and have a big responsibility to it.

We lead by example, working diligently to by decreasing our vehicle emissions, creating innovative landfill technologies, generating and using renewable energy, and cultivating community engagement and employee growth opportunities. We are privileged to serve millions of customers across North America. Republic Services' multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and

Figure 24. **Our 2030 Sustainability Goals** - intentionally aggressive, backed by major investments.

Our 2030 Sustainability Goals



1. SBTi is a collaboration between CDP, the United Nations Global Compact (UNGC), World Resources Institute (WRI) and the World Wide Fund for Nature (WWF)



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Communities. These elements are around which we've built our 2030 Sustainability Goals.

Safety

We prioritize safety above all else. When people feel safe, they can fully participate every day in the opportunities that are available to them.

Republic Services' has an incident rate 38% lower than the industry average, based on OSHA recordable data.

Employees, the public, and rate payers all benefit from Republic Services' dedication to safety. We have been, and will continue to strive to be, the safest waste services company in America.

Talent

Engaged employees are the greatest indicator of our success. We provide ongoing job training, growth and development opportunities for our employees at every level.

Republic Services' local offices are staffed with a committed team of nearly 200 professionals who take personal responsibility for serving customers with care. Republic Services is also an industry leader providing the strength of our national network, decades of experience, diversified capabilities and expertise serving clients of all sizes — including, proudly, Alvarado.

Climate Leadership

In 2017, Republic Services announced its Sustainability Platform and from it our 2030 Sustainability Goals were born. These ambitious goals help us strive to do best by our environment, keep us accountable to responsible disposal and help us benchmark our successes.

Communities

We are dedicated to being a good neighbor in the communities in which we live and work. This includes investing back

into our communities through customer engagement, philanthropic giving, volunteerism, environmentally responsible infrastructure, and operating in our markets at the highest standards.

Sustainability as a Platform for Growth

Our commitment to sustainability includes major investments in the future of our planet. We are actively innovating and driving the industry in new directions, which ultimately will transform ways in which the recyclable materials in America achieve circularity, as well as dramatic reductions in emissions attributed to landfills and fleet vehicles. Four relevant examples of this commitment and industry leadership are outlined below, and are directly related to the third party recognition and awards that we continue to received.

Renewable Energy

Our landfills around the country safely and responsibly handle our customers' waste. These sites also provide a lesser-known benefit to the communities we serve — they're producing renewable energy.

Today, demand for renewable energy is being driven by efforts to decarbonize and reduce emissions, so our focus has shifted to production of renewable natural gas (RNG). RNG can be used for a variety of applications to displace conventional gas from fossil fuels. As a transportation fuel, it can reduce emissions up to 70%, which has made it highly valued in the marketplace.

To help meet this rapidly growing demand, we recently announced a joint venture with Archaea Energy to develop 39 landfill RNG projects across 19 states. This venture is the nation's largest RNG portfolio build-out to date, offering both environmental and economic sustainability.



Figure 25. **Electric Vehicle** conversion of our fleet will help drive our reduction of GhG emissions in our 2030 Sustainability Goals.



Electric Vehicles

Creating a more sustainable world means reducing emissions across our operations and in the communities we serve. That's why Republic Services has made an industry-leading commitment to fleet electrification.

Recycling and waste collection is especially well-suited for electrification. Collection trucks drive short and consistent distances, operate at slower speeds, make hundreds of stops throughout the day and return to a base where they can recharge overnight. Electric vehicles (EVs) also offer a superior customer experience, with cleaner and quieter operations in the neighborhoods we serve.

In 2021, Republic began operating our first regular collection routes with electric trucks. In Idaho, three EVs are collecting commercial recycling, and we have two more EVs operating in North Carolina. These EVs are already delivering economic as well as environmental benefits, with lower fuel and maintenance costs in addition to zero carbon emissions.

In 2023, we announced a partnership with Oshkosh, in which we collaborated on the design for the first frame-up electric

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vehicle platform. The platform offers 30% more room in the cab of the vehicle for the driver, because there is no engine under the cabin. Additionally, the platform has state-of-the-art safety features, which position it well to serve the communities where we live and work.

Polymer Center

Plastics circularity has traditionally been a challenge in the recycling industry. While many people do their best to recycle, what's not broadly understood is the lifecycle potential of different recycled materials. While an aluminum can is generally recycled back into a new can, a water bottle or detergent jug is more likely to be remade into products such as textiles, carpet or construction pipe instead of a new bottle or jug. These "downcycled" products have few options for further recycling, so their lifecycle tends to be finite – not circular.

But demand is growing for recycled plastics that can be reused in consumer packaging, and the current supply is not keeping up. Republic Services wants to keep plastic packaging in the circular economy.

We have an innovative solution: the Republic Services Polymer Center, the nation's first integrated plastics recycling facility. This will enable us to manage the plastics stream through an integrated process from curbside collection of recyclable material to production and delivery of high-quality recycled content for consumer packaging. The facility is designed to directly address increasing demand from consumer brands and packaging manufacturers for recycled plastic, driving value for recovered resins and enabling greater circularity.

Our first Polymer Center, opening in Las Vegas in 2023, will process plastics from Republic's recycling facilities in the West, with three to five additional sites planned to provide nationwide coverage in the future. These sites will help recover a

greater volume of valuable plastics, expand the materials accepted for recycling in some communities and help support our Circular Economy goal.

Environmental Services

In May 2022, Republic Services acquired US Ecology, a leading provider of environmental solutions, offering treatment, recycling and disposal of hazardous, non-hazardous and special waste.

This acquisition complements our previous acquisitions of ACV Enviro and ECOFLO, in late 2021, and enables Republic Services to provide customers with the most complete set of product offerings across the environmental services space.

These important new service capabilities added to the Republic Services portfolio mean that:

- Residential customers can enjoy drop-off or collection programs for household hazardous waste, electronics, universal waste or medical sharps.

- Municipalities can now enjoy a single partner that can step in to support cleanups of abandoned waste, homeless encampments, drug labs seized by police, as well as emergency response from spills, remediation, or natural disasters.

For example, the Republic Services team was at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021. A third party's pipeline ruptured, resulting in more than 125,000 gallons of crude oil washing ashore. When called into service, we quickly mobilized 250 people who worked to support recovery efforts including the collection, transport and disposal of oil-soaked waste.

We are excited to be your best value partner, because we know the company we will continue to become during the term of your contract and beyond.

Figure 26. **Emergency Response Services** – we were at the forefront of cleanup efforts after an oil spill off Southern California's coast in October 2021.





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Financial Overview

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to Alvarado in our proposal.

Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. Alvarado will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

Financial Reporting

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at RepublicServices.com

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

Credit Rating

Republic Services, Inc. has an "investment grade" rating. No creditor is owed a debt greater than 10 percent of the company's total assets. Our available credit (all banks) is \$2.4 billion.

Bank References

Bank of America

Attn: Confirmation Department
Reference: Republic Services Inc.
Tax ID 65-0716904
Phone: (803) 832-7770
Fax (Toll #): (900) 733-5100
Online: www.bankVOD.com

J P Morgan Chase Bank

Attn: Confirmation Credit Inquiries
PO Box 955200
Fort Worth TX 76155-2732
Reference AWIN Management, Inc.
Tax ID 76-0353318
Phone: (800) 550 8509
Fax: (817) 345-3795

Wells Fargo

Attn: Confirmation Department
Reference: Republic Services, Inc.
Tax ID 65-0716904
Phone: (540) 563-7323
Fax (Toll #) (844) 879-0544
(Audits and Credit Inquiries)
Fax: (844) 879-0416
(Routing Number and Verification Requests)

Financial information

Republic Services' full Form 10-K is available on the electronic bid response. These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data. The financial statements contained in the Annual Report were audited by Ernst & Young, LLP.



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Required Forms

SECTION V:

CONTRACTOR'S PROPOSAL FOR

SOLID WASTE COLLECTION AND RECYCLING SERVICES

The proposal amount is for a Base Bid including Franchise fees and/or billing fees with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to Franchise fees and/or billing fees. One rate will be established for the Customer, which is the Base Bid including Franchise fees and/or billing fees. The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Alvarado, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

Please complete the following based on Contractor's Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing

Contractor's Background and Experience:

Please describe your background and experience with providing residential solid waste and recycling collections services to public entities or cities. Please also identify the name of the entities or cities for which those services were provided.

[See section "Past and Performance"](#)

Contractor's Resources:

Please list your resources, including total number of employees, number and location of offices and/or services center; number and types of equipment available to be assigned to this contract.

[See sections "Your Team" and "Facilities"](#)

Contractor's Qualifications:

Please describe the number of professional qualifications, including municipal solid waste licenses and other pertinent certification and associations

[Republic Services is in compliance with TCEQ and DOT permits, licenses and requirements.](#)

.CONTRACTOR'S PROPOSED PLAN FOR SERVICE DELIVERY:



On a separate sheet labeled “Contractor’s Proposed Plan for Service Delivery, please describe how each service will be accomplished and performed in the service area. Specifically:

- A. Describe the Methodology for Garbage Collection to include the following:
1. Proposed collection method [See section “Collection Operations”](#)
 2. Route description
 3. Proposed days of service
 4. Collection equipment capacity
 5. Number of vehicles used to service the area
- B. Describe the plan to provide Recycling Collection Services to include the following:
1. Proposed collection method [See section “Collection Operations”](#)
 2. Route description
 3. Proposed days of service
 4. Collection equipment capacity
 5. Number of vehicles used to service the area
- C. Provide the list of identified landfills, disposal sites and recycling centers the Contractor intends to utilize. Please state whether these are owned by the Contractor and provide evidence of the right to utilize the landfill for the purposes of this Contract for the term of the Contract and any extensions thereof.
[See Exhibit E and section “Facilities”](#)
- D. Provide a list of reserve equipment and personnel available to ensure timely delivery and completion of all services. [See sections “Facilities” and “Collection Operations”](#)
- E. Provide Implementation and Operations Plan, detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services.
[See sections “Facilities and “Collection Operations”](#)
- F. Describe the customer service office and procedures:
1. Hours of operation [See section “Collection Operations”](#)
 2. Procedure for tracking vehicle
 3. Procedure for responding to request for service
 4. Identify the names of the contacts for the City
 5. Identify emergency contacts



Solid Waste Collection & Disposal and Recycling Collection & Processing Services

RESIDENTIAL RATE SHEET

RESIDENTIAL RATE SCHEDULE

BASE SERVICE (Residential):

- A. Automated Solid Waste Collection
Including Brush/Bulky Waste Collection Once per Week Collection, 96-Gallon Polycart provided
Per Unit Per Month \$ 11.93
Cost with Polycart provided \$ 11.93
- B. Recyclable Materials Collection & Processing
Once a Week Collection, 95-Gallon Polycart
Per Unit Per Month \$ 4.46
- C. Solid Waste and Recycling removal service at
City Facilities listed in Exhibit A \$ NO CHARGE

OPTIONAL SERVICES (Residential):

1. Household Hazardous Waste
- a. City-paid Events Rates for this service will be determined upon receipt of additional scope details from the City.
Contractor to propose a program similar to a
2x per year event and provide cost estimates \$ attach proposal
- b. On-demand Service
Contractor to propose a program where residents
call in for HHW to be picked up at the house See response in 1, a. \$ /pickup
- c. Unusual Accumulation
Per Pickup
\$ \$50.00 (*Includes 2-yards or \$200 per hour)
- a. Construction Debris
Per Pickup
\$ \$50.00 (*Includes 2-yards or \$200 per hour)
- d. Contractor-paid Events
Contractor to propose a program as in 1a. for which contractor pays all costs
\$ attach proposal - Duplicate to 1, a



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e. On-Demand Household Hazardous Waste & E-Waste Collection

Contractor to propose a program for this type

of collection \$ attach proposal - Duplicate to 1, b

f. Once per year cart cleaning

Per resident, trash & recycling bins \$ 1.66 per month *To be invoiced directly to city, not included in monthly residential rate

OPTIONAL SERVICES (Commercial):

For each optional service, contractor shall provide the additional cost per unit, per month, as applicable. Contractor shall include in submittal the details of the proposed services. Pricing and descriptions of alternate offerings for optional services shall be included in submittal.

1. Recyclable Materials Collection & Processing

a. Commercial/Industrial

Once a Week Collection \$ attach proposal See Exhibit D

b. Unusual Accumulation

Per Pickup \$ \$44.06

c. Construction Debris

Per Pickup \$ N/A - recycle construction debris

2. Recyclable Materials Collection & Processing

a. Apartment Complexes

Once a Week Collection \$ attach proposal See Exhibit D

b. Unusual Accumulation

Per Pickup \$ 44.06

c. Construction Debris

Per Pickup \$ N/A - recycle construction debris

COMMERCIAL RATE SCHEDULE

Commercial Hand Collection, Per 90 - 96 Gallon Polycart*

*List container specifications and warranty program provided in Exhibit E

Automated Collection Cost:

Once Per Week \$ 41.18

Two Carts Once Per Week \$ 44.06

COMMERCIAL MATRIX EXHIBIT B

Exhibit B - Commercial Lease Equipment Rates

COMMERCIAL HAND COLLECTION RATES							
Size/Pickup	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	Extra
1 – 5 bags	N/A						
6 – 10 bags	N/A						
1 Polycart	\$41.18	N/A					
2 Polycarts	\$44.06	N/A					
3 Polycarts	\$54.06	N/A					

FRONT LOAD CONTAINER RATES							
Size/Pickup	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	Extra
2 Cu Yd	\$100.25	\$158.72	\$217.19	\$275.69	\$331.33	\$365.78	\$47.99
3 Cu Yd	\$130.60	\$228.51	\$328.84	\$378.69	\$465.01	\$514.66	\$49.41
4 Cu Yd	\$165.75	\$283.75	\$406.81	\$456.71	\$559.69	\$619.21	\$61.75
6 Cu Yd	\$205.92	\$364.11	\$519.78	\$610.66	\$746.25	\$825.64	\$98.74
8 Cu Yd	\$273.69	\$457.04	\$640.33	\$770.24	\$941.15	\$1042.42	\$121.04

TEMPORARY FRONT- LOAD FOR RESIDENTIAL PURPOSES

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yard \$ 180

8 Cubic Yard \$ 200

Roll-Off Containers: **Permanent Roll Off Containers: *Includes up to 4 tons**

20 Cubic Yard Open Top Per Haul (Including Disposal) \$ 524.21

30 Cubic Yard Open Top Per Haul (Including Disposal) \$ 636.54

40 Cubic Yard Open Top Per Haul (Including Disposal) \$ 748.88

Delivery and Exchange \$ 130.49

Daily Container Rental \$ 157.28

Compactors: *Includes up to 4 tons

6 Cubic Yard Per Haul (Including Disposal) \$ N/A



Solid Waste Collection & Disposal and Recycling Collection & Processing Services

8 Cubic Yard Per Haul (Including Disposal) \$ N/A
20 Cubic Yard Per Haul (Including Disposal) \$ N/A
30 Cubic Yard Per Haul (Including Disposal) \$ 769.84
35 Cubic Yard Per Haul (Including Disposal) \$ 868.69
40 Cubic Yard Per Haul (Including Disposal) \$ 957.88

EXHIBIT A

Estimate of City Facility Services to be Provided at No Charge

<u>Location Name</u>
City Hall
Public Works Facility
Fire Department
Administrative Building
Police Department
Library
Pecan Orchard?
Other Parks?

Polycarts for recyclables located at City Hall and serviced by residential routes.

CLEAN-UP EVENTS (x8)

Contractor shall provide up to eight (8) 30-yard roll-off containers free of charge for City events, as requested. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notice to Contractor to schedule such events.

EXHIBIT A-1

Additional Service – City Hazardous or Special Waste

E1: Hazardous or Special Waste
Once a Month Collection Rates for this service will be determined upon receipt of additional scope details from the City.

On a separate sheet labeled "Additional Service – City Hazardous or Special Waste– Exhibit A1". The Contractor will provide these services to the City on a cost per service basis. Also, in the event that the City's containers are full and need a special disposal, the Contractor will accommodate the City when possible.



Solid Waste Collection & Disposal and Recycling Collection & Processing Services

EXHIBIT B

Leased Equipment Rates

On a separate sheet labeled “Leased Equipment Rates – Exhibit B” please list out all equipment that the Contractor expects to make available to commercial customers and the lease price for each piece. [See Rate Schedule marked Exhibit B](#)

EXHIBIT C

Storm Debris/Emergency Response Supplemental Bulky Brush Collection

On a separate sheet labeled “Storm Debris/Emergency Response Supplemental Bulky Brush Collection – Exhibit C” please provide to City a proposal on a per ten (10) cubic yard basis for emergency or disaster response related to bulky brush pickup events. [\\$200 per hour plus disposal](#)

EXHIBIT D

Optional Commercial Recycling

On a separate sheet labeled “Optional Commercial Recycling – Exhibit D” please include an attachment that provides information on available commercial recycling opportunities. Please include options for apartment complexes. [See Exhibit D](#)

EXHIBIT E

Location of Business and Disposal Sites

On a separate sheet labeled “Location of Business – Exhibit E”, please provide to City a detail of where Contractor’s main business is located and the location from which the trucks will be dispatched for collections in the City. Also, please detail where the Solid Waste Disposal sites and Recyclable Processing Site is located.

[See Exhibit E and further detail in section “Facilities](#)

EXHIBIT F

Polycart/Bin Specifications and Warranty

Contractor shall include the specifications and warranty of the residential polycarts/bins being proposed for recyclables. Specifications should include color, size, capacity, manufacturing process, hardware, etc. Any attachments, pictures, or other documentation relating to this item should be marked “Exhibit F”. The City of Alvarado reserves the right to examine samples. [See Exhibit F and in section “Collection Operations”](#)

EXHIBIT G

Customer Service Policy and Contact Information

Attach a copy of your company policy addressing Customer Service standards. Be certain this information includes company contact names and phone numbers and the hours they will be available. Documentation relating to this item should be marked “Exhibit G”. [See in section “Customer Service”](#)



Solid Waste Collection & Disposal and Recycling Collection & Processing Services

DEVIATIONS TO SPECIFICATIONS

RFP #2025-001

SOLID WASTE COLLECTION AND RECYCLING SERVICES

NOTE: THIS PAGE MUST BE INCLUDED WITH YOUR PROPOSAL

EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

Please initial: NB

We have not made exceptions or deviations to specifications.

We have made exceptions or deviations to specifications. Please list exceptions/deviations in the space below. Exception included in Section Required Forms

We have not made exceptions to the Contract provisions

FIRM NAME: Allied Waste Systems, Inc.
DBA Republic Services of Itasca

SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF FIRM: Nick Babcock

DATE: February 28, 2025

SIGNER'S NAME AND TITLE: Nick Babcock, General Manager

In submitting this proposal, the Respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Alvarado.
2. The undersigned affirms he has familiarized himself/herself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be within 20 calendar days unless a different period is noted by the Respondent.
4. The undersigned affirms that he or she is duly authorized to execute this Contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Alvarado, and that the contents of this bid have not been communicated to any other Respondent or to any employee of the City of Alvarado prior to the official opening of this proposal.



**Solid Waste Collection & Disposal and
Recycling Collection & Processing Services**

5. The Respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council member, official, or employee of the City of Alvarado in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal.

6. The Respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.

7. The Respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.

8. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

9. The undersigned affirms that he/she has read and understands the specifications and any attachments contained in this proposal package.

10. The Contract is not valid until approved by City Council. When an award letter is issued, it becomes a part of this Contract.

NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE:

Allied Waste Systems, Inc.
DBA Republic Services of Itasca
2559 FM 66, Itasca, TX 76055

Signature Date Name Title: Nick Babcock General Manager

Tel. No. Fax No.: 817.317.2029

Nick Babcock
General Manager

Email: NBabcock@RepublicServices.com

COMPANY IS:

Business included in a Corporate Income Tax Return? ☒ YES / ☐ NO

Corporation organized & existing under the laws of the State of Partnership consisting of Individual trading as Principal offices are in the city of Phoenix, AZ



Solid Waste Collection & Disposal and Recycling Collection & Processing Services

CONTRACTOR'S PROPOSAL

[Appropriate Acknowledgment must be completed]

CORPORATE ACKNOWLEDGMENT RFP #2025-001

THE STATE OF § Texas

§

COUNTY OF § Tarrant

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

Nick Babcock

Nick Babcock, General Manager

(Print Name) (Print Title)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20

Notary Public

My Commission expires: Seal

SINGLE ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20

Notary Public

My Commission expires: Seal

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001 ("a") with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.008(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity. Allied Waste Services of Itasca dba Republic Services of Itasca		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity _____ Date		



Solid Waste Collection & Disposal and Recycling Collection & Processing Services



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): FAX (A/C No.Ext): E-MAIL ADDRESS: certificate@ccmsi.com												
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: ACE American Insurance Co.</td><td>NAIC #</td></tr><tr><td>INSURER B: Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER C: Illinois Union Insurance Company</td><td>27930</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: ACE American Insurance Co.	NAIC #	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: Illinois Union Insurance Company	27930	INSURER D:		INSURER E:		INSURER F:	
INSURER A: ACE American Insurance Co.	NAIC #												
INSURER B: Indemnity Insurance Co of North America	43575												
INSURER C: Illinois Union Insurance Company	27930												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: 2480577

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRODUCT ☐ LOC ☐ OTHER:			HDC G48821030	08/30/2024	08/30/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Per occurrence)</td><td>\$ 10,000,000</td></tr><tr><td>BIOD INJ (Any one person)</td><td></td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 10,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 30,000,000</td></tr><tr><td>PRODUCTS -COMPOF ACC</td><td>\$ 20,000,000</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 10,000,000	BIOD INJ (Any one person)		PERSONAL & ADV INJURY	\$ 10,000,000	GENERAL AGGREGATE	\$ 30,000,000	PRODUCTS -COMPOF ACC	\$ 20,000,000
EACH OCCURRENCE	\$ 10,000,000																		
DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 10,000,000																		
BIOD INJ (Any one person)																			
PERSONAL & ADV INJURY	\$ 10,000,000																		
GENERAL AGGREGATE	\$ 30,000,000																		
PRODUCTS -COMPOF ACC	\$ 20,000,000																		
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ NON-OWNED AUTOS ☒ HIRED AUTOS ☒ AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEF ☐ RETENTION S			ISA H 10740083	08/30/2024	08/30/2025	<table><tr><td>COMBINED SINGLE L MIT (Per accident)</td><td>\$ 10,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE L MIT (Per accident)	\$ 10,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE L MIT (Per accident)	\$ 10,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/EMPLOYEE/EX-EMPLOYEE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR 057256662 - AOS WLR 057256672 - OM SCF 057257728 - W WCU 057257825 - OH XS TNS 057164795 - TX NSX5	08/30/2024 08/30/2024 08/30/2024 08/30/2024 08/30/2024	08/30/2025 08/30/2025 08/30/2025 08/30/2025 08/30/2025	<table><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>EL EACH ACCIDENT</td><td>\$ 3,000,000</td></tr><tr><td>EL DISEASE -EA EMPLOYEE</td><td>\$ 3,000,000</td></tr><tr><td>EL DISEASE -POLICY LIMIT</td><td>\$ 3,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		EL EACH ACCIDENT	\$ 3,000,000	EL DISEASE -EA EMPLOYEE	\$ 3,000,000	EL DISEASE -POLICY LIMIT	\$ 3,000,000				
☒ PER STATUTE ☐ OTHER																			
EL EACH ACCIDENT	\$ 3,000,000																		
EL DISEASE -EA EMPLOYEE	\$ 3,000,000																		
EL DISEASE -POLICY LIMIT	\$ 3,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 4071 - Named Insured Includes: Allied Waste Systems, Inc. - Dba: Allied Waste Services of Itasca

CERTIFICATE HOLDER City of Alvarado 104 W College St Alvarado, TX 76009 4319 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ACORD 25 (2016/03)

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Solid Waste Collection & Disposal and Recycling Collection & Processing Services

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**CERTIFICATE NUMBER: 2480577**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C57256862 and stop gap coverage for OH is covered under policy no. WCU C57257529, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers' Compensation Insurance in Texas. The excess policy (TNS C57194750) shown on this certificate provides excess indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

ACORD 101 (2003/01)

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Bond and Surety Letter



USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

March 3, 2025

LETTER OF INTENT

City of Alvarado
107 W College St
Alvarado, TX 76009

RE: Allied Waste Systems, Inc.

Solid Waste Collection & Disposal and Recycling Collection & Processing Services RFP # 2025-001

To Whom it May Concern:

We are writing to you at the request of Allied Waste Systems, Inc.
This principal has or is about to submit a Bid proposal for Solid Waste Collection & Disposal and Recycling
Collection & Processing Services RFP # 2025-001

If a contract for this work is awarded to Allied Waste Systems, Inc.
Western Surety Company a surety licensed to conduct business in the
State of TX, has agreed to act as surety to issue the required Performance and/or
Payment Bond should one become a condition of awarding this contract.

Please let us know if you need anything further in this regard.

Sincerely,



Tatiana Geffer
Attorney-in-Fact
Western Surety Company



Property & Casualty • Employee Benefits • Personal Risk • Retirement Consulting
The USI ONE Advantage®

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Tatiana Gefter**, Individually of Seattle, WA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Letter of Intent
Principal: Allied Waste Systems, Inc.
Obligee: City of Alvarado

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten

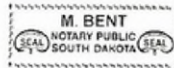
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of March, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



Bond No.: _____

Performance Bond

KNOW ALL BY THESE PRESENTS, That we _____, as Principal and _____, of _____, authorized to do business in the State of _____, as Surety, are held and firmly bound unto _____ as Obligor, in the maximum penal sum of _____ Dollars (_____), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligor to perform in accordance with the terms and conditions of the _____ (hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above name Principal, its successors and assigns, shall well and truly perform its obligation as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Obligor has agreed to accept this Bond, this Bond shall be effective for the definite period of _____ to _____. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew, shall itself constitute a loss to the Obligor recoverable under this Bond or any extension thereof.
2. If there is no breach or default on the part of the Obligor, then the Surety's performance obligation under the bond shall only arise after:
 - a. The Obligor has notified the Principal and the Surety in writing at their respective addresses of the alleged breach with a detailed description thereof, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during the notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligor, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Obligor's right, if any, to subsequently declare a Principal default;
 - b. The Obligor has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Obligor has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligor.



3. No claim, action, suit or proceeding, except as hereinafter set forth shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within six months from termination or expiration of the bond term.
4. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address:

Attn: _____

SIGNED, SEALED AND DATED this _____ day of _____, _____.

Principal
By: _____

Surety
By: _____
Attorney-in-Fact



**Solid Waste Collection & Disposal and
Recycling Collection & Processing Services**

This page is intentionally left blank

Exhibit D – Commercial Recycling

Our dedicated team is available to consult with businesses and communities of any size to conduct a comprehensive on-site waste assessment (Figure XX) to determine the needed services, collection frequencies, and dumpster sizes. During the assessment, we will identify dumpster locations and access paths that allow for safe, convenient service.

Exhibit E – Location of Business and Disposal Sites

Republic Services: Itasca Hauling Division
2559 FM 66, Itasca, TX 76055

Republic Services: Itasca Landfill
2559 FM 66, Itasca, TX 76055

Republic Services: Fort Worth Material Recovery Facility
6200 Elliott Reeder Rd, Fort Worth, TX 76117

Exceptions

We respectfully request the right to negotiate the final contract with the Customer.

1. Republic is to be liable to indemnify if we do something wrong and specifically not for the content of the waste unless we do something wrong in the handling of that material.

3. Page 24, Section 5. Indemnification. There is indemnification language in the RFP documents that is different than the indemnity in the terms and conditions. The indemnity in the RFP documents we agree to, but the provision in the terms and conditions is we have exceptions. Republic agrees to be liable to the extent of our negligence and the City should be responsible for their own negligence.

4. Page 25, Section 7. Insurance. Republic Services takes exception to the RFP Insurance. Republic agrees to continue to provide the same coverage to existing contract language.

5. Page 27, Section 9 Ownership.

We take title to the waste, but cannot take title to Unacceptable Waste or Hazardous Material. This mirrors current contract language.

"Ownership of and liability for any Hazardous Material will at no time pass to Contractor and shall remain with the generator."

6. Additional Provisions. The following additional provisions should be included in the final contract.

a. Right of Refusal: If anything listed as an Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire pick-up that contains those items. In such situations, Contractor shall contact the Customer and the Customer shall promptly undertake appropriate action to ensure that such items are removed and properly disposed of by the depositor or generator of the items. In the event such items are present but not

discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such items at a facility authorized to accept those items, in accordance with Applicable Law and charge the depositor or generator for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of those items. The Customer shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of those items and to collect the costs incurred by Contractor in connection with such items. Subject to the Customer's providing all such reasonable assistance to Contractor, Contractor shall release Customer from any liability for any such costs incurred by Contractor in connection with excluded items, except to the extent that the items are determined to be attributed to the Customer.

b. Specifications for all Recyclable Material. Recyclable Material shall comply with any and all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material is received within the Customer limits is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify the Customer and Customer shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Materials, Contractor may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Material in a landfill and update the Customer's rates accordingly.

c. Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Material, Contractor may at its option and upon notice to Customer (i) redefine Recyclable Material, (ii) suspend or discontinue any or all Services, or (iii) dispose of the Waste Material in a landfill and update the pricing to Customer accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

d. Damage to Pavement: Contractor shall not be responsible for any damages to City's pavement, curbing or other driving surfaces resulting from Contractor's providing service at City locations, except to the extent caused by Contractor's negligence

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2024

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number: 1-14267

REPUBLIC SERVICES, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware

*(State or Other Jurisdiction of Incorporation or Organization)***18500 North Allied Way
Phoenix, Arizona***(Address of Principal Executive Offices)*

65-0716904

*(IRS Employer Identification No.)***85054**
*(Zip Code)***Registrant's telephone number, including area code: (480) 627-2700**

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange On Which Registered
Common Stock, par value \$0.01 per share	RSG	The New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Note – Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐
Non-accelerated filer ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

As of June 30, 2024, the aggregate market value of the shares of the Common Stock held by non-affiliates of the registrant was \$61.0 billion.

As of February 6, 2025, the registrant had outstanding 312,284,953 shares of Common Stock (excluding treasury shares of 907,491).

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Proxy Statement relative to the 2025 Annual Meeting of Shareholders are incorporated by reference in Part III hereof.

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Unless the context requires otherwise, all references in this Form 10-K to Republic, the Company, we, us and our refer to Republic Services, Inc. and its consolidated subsidiaries.

PART I

ITEM 1. BUSINESS

Overview

Republic is one of the largest providers of environmental services in the United States, as measured by revenue. We operate across the United States and Canada through 367 collection operations, 248 transfer stations, 75 recycling centers, 208 active landfills, 2 treatment, recovery and disposal facilities, 23 treatment, storage and disposal facilities (TSDF), 5 salt water disposal wells, 14 deep injection wells, and 1 polymer center. We are engaged in 79 landfill gas-to-energy and other renewable energy projects and had post-closure responsibility for 125 closed landfills.

We believe the total addressable North American environmental services market in which we operate generates approximately \$165 billion of annual revenue, which includes the \$105 billion United States and Canada recycling and waste industry, \$35 billion of the broader environmental solutions industry, and \$25 billion in sustainability innovation (described below) and emerging waste and recycling technologies. Within our recycling and waste business, we prioritize investments in market verticals with above average growth rates and higher return profiles. Environmental solutions remains fragmented, which provides consolidation opportunities to drive scale. We believe customer demand for products and services that respond to evolving environmental trends, including decarbonization and circularity, should support above average growth rates and attractive returns in our sustainability innovation businesses. We believe we can further expand our addressable market into other segments of the environmental services industry over time by leveraging our differentiated capabilities, including (1) customer zeal, (2) digital and (3) sustainability.

We operate throughout North America, but the physical collection and recycling or disposal of material is very much a local business, and the dynamics and opportunities differ in each of the markets we serve. By combining local operating management with standardized business practices, we drive greater overall operating efficiency across the Company while maintaining day-to-day operating decisions at the local level, closest to the customer.

Our purpose-driven vision is to partner with customers to create a more sustainable world. We believe that our products and services are valuable to our customers and essential for long-term sustainability.

We further believe our focus on and commitment to sustainability allows us to attract and retain the best talent, win more customers, increase customer loyalty and, ultimately, drive higher revenue and profits.

Foundational Elements

Our strategy is designed to generate profitable growth by sustainably managing our customers' needs, and it is underpinned by three foundational elements – (1) our market position, (2) our operating model and (3) our people and talent agenda.

Market Position

Our goal is to develop the best vertically integrated market position to enable us to build density and improve returns. We strive to have a leading market position in each of the markets we serve, or have a clear path toward how we will achieve a leading market position over time. In situations where we cannot establish a leading market position, or where operations are not generating acceptable returns, we may decide to divest certain assets and reallocate resources to other markets.

We have a robust market planning process to identify opportunities to grow internally through capital investments and infrastructure development and externally through acquisitions and public-private partnerships. Additionally, our market planning process allows us to analyze market conditions and proactively adjust to trends as they emerge, including the effects of legislation, demographic shifts and changes in the market and the competitive landscape.

Internal Growth

- **Volume Growth** - We believe volumes are driven by population growth, household formation and new business formation. Volume growth through increases in our customer base and service offerings is the most capital efficient method to grow our business. We seek to obtain long-term contracts for collecting recyclable, solid waste and industrial waste material under residential collection contracts with municipalities, exclusive franchise agreements, small-container and large-container contracts and environmental solutions service contracts. We also look to enter into long-term disposal and recycling contracts with municipalities and other third parties. By obtaining such long-term agreements, we can grow our contracted revenue base at a rate consistent with the underlying economic growth in

these markets. In addition, by securing long-term agreements, we are better able to help ensure we earn an appropriate return on the capital deployed.

- **Price Increases** - We seek to secure price increases necessary to offset increased costs, improve our operating margins and earn an appropriate return on our substantial investments in vehicles, equipment, recycling centers, transfer stations, TSDFs, deep well injection facilities, landfills, and other post-collection infrastructure.
- **Expansion of Recycling Capabilities** - Based on the most recent United States Environmental Protection Agency (EPA) data, approximately 32% of municipal solid waste is recycled and/or composted. We expect that percentage to increase over the long-term as communities enhance and expand their recycling programs for their residents. As a key player in the circular economy, we are strategically focused on expanding recycling volume through innovative material handling processes and programs to help our customers achieve their goals related to sustainability and environmentally sound waste practices while also generating an appropriate return. In 2024, we commenced operation at our first Polymer Center in Las Vegas, Nevada, and completed construction at our Polymer Center in Indianapolis, Indiana. Our Polymer Centers are part of a vertical integration that will advance circularity for plastics and help us manage the plastics stream from curbside collection to delivery of recycled content for consumer packaging. Our Polymer Centers will enable us to produce food-grade drop-in substitutes for virgin plastics, while allowing us to expand recycling of plastics across North America. In 2023, we announced the development of Blue Polymers, a joint-venture with Ravago JV Holdings, LLC, creating vertical integration that will further advance circularity by acquiring all olefins produced by the Polymer Centers to further process and manufacture custom blended pellets for food-grade and non-food-grade packaging. Blue Polymers production facilities are currently being constructed in Indianapolis, Indiana, and Buckeye, Arizona. We will continue to look for opportunities to expand or enhance our recycling capabilities in markets where customers are demanding these services, demonstrating a willingness to pay and where we can earn an appropriate return on our investment.
- **Infrastructure Development** - We seek to identify opportunities to further our position as a vertically integrated service provider in markets where we are not fully integrated. Our goal is to create market-specific, vertically integrated operations typically consisting of one or more collection operations, recycling centers, transfer stations, TSDFs, deep well injection facilities, and landfills. Where appropriate, we seek to obtain permits to build recycling centers, transfer stations, TSDFs, deep well injection facilities, and landfills that would vertically integrate our waste services or expand the service areas for our existing disposal sites. Additionally, we seek opportunities to expand and permit new airspace at our existing landfills in order to replace airspace consumed. Development projects, while generally less capital intensive than acquisitions, typically require extensive permitting efforts that can take years to complete with no assurance of success. We undertake development projects when we believe there is a reasonable probability of success and where reasonably priced acquisition opportunities are not available. Through landfill and fleet innovation, recycling and circularity of key materials and renewable energy production, we are committed to continuous development of environmentally responsible operations that increase our efficiency as well as our ability to partner with customers to create a more sustainable world.

External Growth - Acquisitions and Public-Private Partnerships

- Our acquisition growth strategy focuses primarily on acquiring privately held environmental services businesses that complement our existing business platform. We believe our ability to successfully complete these acquisitions is enhanced by the challenges facing many privately-held companies, including increasing competition in the environmental services industry, increasing capital requirements due to changes in regulatory requirements and technology and the limited number of exit strategies for privately-held companies. We also evaluate stand-alone opportunities to acquire businesses and/or facilities that are being divested by other publicly-owned companies.

We continue to invest in value-enhancing acquisitions in existing markets. Given our free cash flow, availability under our credit facilities and our ability to access the public capital markets, we have the financial flexibility to make additional acquisitions that will complement our existing business platform, including larger acquisitions if the right opportunities present themselves.

We also focus on growth through public-private partnerships, which include the recycling and waste operations and facilities of municipal and other local governments. We believe over time we have an opportunity to acquire operations and facilities from municipalities and other local governments as they seek to raise capital and/or reduce risk.

We realize synergies from consolidating businesses into our existing operations, whether through acquisitions or public-private partnerships, which allows us to reduce capital expenditures and expenses associated with truck routing, personnel, fleet maintenance, inventories and back-office administration.

Operating Model

Our operating model allows us to deliver a consistent, high-quality service to all our customers through the Republic Way: *One Way. Everywhere. Every Day*. This approach of developing standardized processes with rigorous controls and tracking allows us to leverage our scale and deliver durable operational excellence. The Republic Way is the key to harnessing the best of what we do as operators and translating that across all facets of our business. Key elements of our operating model are our organizational structure, safety, fleet automation, fleet electrification and standardized maintenance.

Organizational Structure

A key enabler of the Republic Way operating model is our organizational structure that fosters a high performance culture by maintaining 360-degree accountability and full profit and loss responsibility with local management, supported by a functional structure to provide subject matter expertise. This structure allows us to take advantage of our scale by coordinating functionally across all of our markets, while empowering local management to respond to unique market dynamics.

Through this operating model, we have rolled out several productivity and cost control initiatives designed to deliver the best service possible to our customers in an efficient and environmentally sound way.

Our senior management evaluates, oversees and manages the financial performance of our operations through three field groups, referred to as Group 1, Group 2 and Group 3. Group 1 is our recycling and waste business operating primarily in geographic areas located in the western United States. Group 2 is our recycling and waste business operating primarily in geographic areas located in the southeastern and mid-western United States, the eastern seaboard of the United States and Canada. Group 3 is our environmental solutions business operating in geographic areas located across the United States and Canada. These groups each provide integrated environmental services, including but not limited to collection, transfer, recycling and disposal.

Safety

Republic is dedicated to the safety of our employees, customers and the communities we serve. We have a dedicated team of safety professionals at our corporate headquarters and in our field operations, led by our Vice President of Environmental Health and Safety who reports directly to our Chief Operating Officer. Due to the nature of our industry, we make safety a top priority and we recognize and reward employees for outstanding safety records. Over the past 10 years, our safety performance (based on OSHA recordable rates) has been 24% better than the industry average. Our *Think, Choose, Live* slogan encapsulates our everyday safety messaging to our employees to: *Think* about what you are doing, *Choose* the safe answer and *Live* to go home to your family. With the phrase printed on numerous items, including hard hats and the equipment our employees use, there are constant reminders for employees to go home in the same condition in which they came to work. Our goal is to ensure every one of our employees returns home safely each night.

Through our Safety Amplified program, we are providing more tools and driving greater awareness to help our teams better execute our safety standards. Regular training, multifaceted programs and strategic partnerships are key components to this program. It is simple by design and comprised of actions and activities that ensure safety is embedded in all we do. The program includes six initiatives to help us achieve our goal to have zero employee fatalities and reduce our OSHA Total Recordable Incident Rate.

- **Focus Together:** This effort is the very core of our safety program and is designed to help frontline employees eliminate the six most common types of serious incidents.
- **Lead Together:** We provide best-in-class communication channels and advanced training techniques for all frontline supervisors and managers to help them guide their teams.
- **Partner Together:** Staying safe requires involvement by employees at all levels. We've increased leadership visits with frontline employees and supervisors to support each divisions' safety goals.
- **Celebrate Together:** We take pride in recognizing employees who demonstrate a relentless commitment to safety. Employees with the best driving records are eligible for the industry's most prestigious award, the National Waste & Recycling Association's Driver of the Year. Republic drivers have won 69% of the Driver of the Year awards issued for the large truck category since 2009. In addition, our best drivers are recognized and rewarded with competing in our National Road-EO competition.
- **Analyze Together:** We analyze real-time data to make short- and long-term decisions and identify opportunities for improvement. Examples include analysis of roadway awareness training, data mapping and other employee protection and preparedness insights.
- **Innovate Together:** We employ the latest technologies in our fleet, including automation, rear cameras, in-cab backup alarms and event recording systems, and we take a data-driven approach to support our employees. We also work with

equipment manufacturers to incorporate safety elements such as seat belt alarms, blind spot awareness, lane departure alarms and other potentially lifesaving equipment in our fleet.

We believe our Safety Amplified program provides additional benefits for our Company and stakeholders including:

- further strengthening relationships within the communities we service;
- enhancing customer trust;
- streamlining operational processes and increasing productivity;
- delivering a reputational advantage, including positioning our Company as an employer-of-choice;
- building and sustaining a safety culture in all areas of our business; and
- contributing to employee engagement.

For more information regarding our safety performance, refer to our Sustainability Accounting Standards Board (SASB) report, which can be found at republicservices.com/sustainability. The information contained on our website shall not be deemed incorporated by reference in this Annual Report on Form 10-K or in any other filing we make under the Securities Exchange Act of 1934, as amended (Exchange Act).

Fleet Automation

Approximately 77% of our residential routes have been converted to automated single-driver trucks. By converting our residential routes to automated service, we reduce labor costs, improve driver productivity, decrease emissions and create a safer work environment for our employees. Additionally, communities using automated vehicles generally have higher participation rates in recycling programs, thereby complementing our initiative to expand our recycling capabilities.

Fleet Electrification

We believe we are taking a leadership position in electric technology innovation for our recycling and waste collection fleet. This is a critical step toward reducing our environmental impact through lower fleet emissions. We believe it will also improve our total cost of ownership while providing a competitive advantage in certain communities. We are partnering with multiple manufacturers to pilot electric-powered recycling and waste trucks. As electric vehicle technology continues to develop, we expect to further deploy electrification to our fleet. As of December 31, 2024, we operated 52 electric collection vehicles and had 22 commercial scale electric charging facilities.

Standardized Maintenance

Based on an industry trade publication, we operate the third largest vocational fleet in the United States. As of December 31, 2024, our average fleet age for recycling and waste collection vehicles in years, by line of business, was as follows:

	Approximate Number of Vehicles	Approximate Average Age
Residential	7,300	7.7
Small-container	5,500	7.2
Large-container	4,800	9.0
Total	17,600	7.9

OneFleet, our standardized vehicle maintenance program, enables us to use best practices for fleet management, truck care and maintenance. Through standardization of core functions, we believe we can minimize variability in our maintenance processes, resulting in higher vehicle quality and a lower environmental footprint while extending the average service life of our fleet. Additionally, our focus on preventative maintenance is improving the reliability of our fleet and enabling us to provide superior service to our customers, differentiating us from our competition.

People and Talent Agenda

Being human-centered is at the core of our robust people and talent agenda. We strive to maintain an environment that attracts and retains the best talent. Our approximately 42,000 full-time employees are a critical component in successfully executing our strategy and running our operations. We work hard to remain a company where the best people, with exceptional talents and diverse backgrounds, can thrive and foster a culture of caring where people feel respected, supported and encouraged to bring their best selves to work every day.

We are dedicated to driving our people and talent agenda, which includes (1) representing the diversity of the communities we serve and sustaining a safe and inclusive culture, (2) maintaining a highly engaged workforce, (3) developing our talent through learning and development experiences and (4) offering rewards that attract and retain the best workforce. We review key

progress metrics such as engagement and turnover and regularly report on these metrics to our Board of Directors. This level of reporting holds all of our leaders accountable for the continued growth and development of our people.

Inclusion and Diversity

We believe the composite strength of our employees' ideas, built on their unique experiences and backgrounds, is essential to our ability to meet and anticipate our customers' needs. We are proud of the diversity of our frontline workforce, as it closely represents the demographics of the communities we serve. We continue to improve representation of diverse groups across all levels of the Company. Our commitment to inclusion and diversity starts at the top of our organization, as outlined in our Mission of Supporting an Inclusive Culture (MOSAIC), established in 2013 and supported by the MOSAIC Council. The MOSAIC Council consists of leaders from across the Company who serve as ambassadors and thought partners for inclusion and diversity. This enables us to continue to develop new strategies and activities that are tied to the needs of our employees, customers and business with the goal of creating an even more inclusive work environment and diverse workforce.

We support inclusion and connectivity for our diverse populations through our Business Resource Groups (BRG) and focus on the involvement of our field locations in all of our BRGs, including Women of Republic, VALOR (Veterans, Advocacy, Learning, Outreach and Recruiting), UNIDOS, the Black Employee Network and PRISM in support of the LGBTQ+ community. In May 2024, we launched a new BRG called AAPI in support of the Asian American and Pacific Islander community.

Employee Engagement

We believe an engaged workforce is a key element of our success as engaged employees deliver better customer service and are more productive. We measure employee engagement through a third-party survey, assessing employee sentiment on a variety of topics such as pride for the Company, job satisfaction and intention to stay. Our data reinforces that business units with a highly engaged workforce experience less turnover. We also found that employees whose leaders are highly inclusive are more likely to speak up and share their perspective. Regularly hearing from our employees allows us to understand how to support and strengthen an exceptional employee experience. Our goal is to achieve and maintain employee engagement scores at or above 88 by 2030. Our employee engagement score was 86 in 2024, which is above a national benchmark by seven points. Approximately 99% of our employees participated in the engagement survey process in March and September 2024, which represented an all-time high participation rate and is 24% higher than the national benchmark. Employee engagement is a core part of our business strategy, which is why we compensate our General Managers, in part, on their employee engagement scores. This reinforces our commitment for leaders to listen and take action on employee feedback and helps to ensure that our leaders are held accountable and rewarded for their efforts to drive a more engaged workforce.

Talent Development

We are committed to providing our employees with opportunities to develop throughout their careers. Our programs, including new hire onboarding and new leader assimilation, reinforce our Company values, expectations and business approach. We relaunched our successful Leadership Fundamentals program in 2022, targeting field leaders. With a goal of reaching all leaders through this program, approximately 1,226 leaders completed this training in 2024, with approximately 1,600 more slated to participate in 2025. Targeted development experiences support the growth of people in key roles, including Driver Training, Technician Training, Supervisor Training, Sales Acceleration and General Manager Onboarding, among others. We believe these programs provide the fundamental skills necessary to be successful across roles. Additionally, to meet the specific needs of the business, we opened a comprehensive Technical Training Institute in April 2021 where we train and develop our technicians. We have had 267 participants in the course since its inception.

Our leadership programs are a critical part of growing our people. We remain focused on attracting, hiring and developing early career leaders. Our rotational training and development programs, including our General Manager Acceleration Program (GMAP) and Operations Manager Acceleration Program, help us attract, develop and advance a diverse and talented pool of individuals from across our organization. Our Executive Leadership team sponsors these programs, providing visibility and support for the career advancement of our high-potential talent across the organization. Since the beginning of these programs in 2017, 109 leaders have graduated into leadership positions. Additionally, our MBA intern program, with 51 participants since 2019, introduces strong talent to the organization and is a path of opportunity into the GMAP program. We have found that these programs and experiences help ensure that the next generation of leaders build the necessary skills and experiences to be successful in their roles today and in the future.

We continue to leverage innovative training methods using mixed mediums to deliver trainings and instruction to our employees across the country. We remain committed to expanding employee participation in learning programs that are relevant to our business strategy and contribute to career advancement for our employees.

Compensation and Benefits

We offer compensation and benefits that help improve our employees' overall financial, physical and emotional wellbeing, as well as recognize hard work with opportunities to grow. Our commitment to paying market competitive wages enables us to attract and hire talent all across the country, including an expansion of many opportunities to work remotely. Our approach to paying for performance supports our focus on pay equity. Our compensation packages are designed to provide employees with a stable and livable wage and growth potential. Our focus on wellness also provides our employees with a competitive paid time off plan, access to preventative care, advice on financial planning and support for mental health, contributing to our efforts to provide a total rewards package that improves and enhances the lives of our employees.

Differentiating Capabilities

To effectively execute our strategic plan, we prioritize the development and investment in capabilities that will differentiate us in the marketplace. These capabilities include – (1) customer zeal, (2) digital and (3) sustainability.

Customer Zeal

The goal of customer zeal is to drive customer loyalty by offering differentiated products and services specifically designed to meet our customers' needs. We offer a broad set of environmental services across the United States and Canada as the sole provider, which we believe sets us apart in the industry. Customers appreciate our track record of safe and environmentally compliant operations, with the expertise to manage complex waste streams. We believe our value proposition increases customer loyalty and willingness to pay for our differentiated offerings. Customer zeal is a cultural commitment to enable and empower our employees to own their role in the customer experience.

To help our sales team identify specific customer needs and configure the right offering, we use a Priority Based Selling (PBS) technique and our Capture pricing tool nationwide.

- PBS enables us to identify and segment customers' buying priorities and attract customers that are willing to pay for enhanced offerings.
- Capture is a cloud-based pricing tool that creates a more professional sales experience, helps realize better pricing levels at the point of sale and provides enhanced controls over the price quoting process.

We continue to expand our offering of products and services to meet customer demand for a single provider for their environmental service needs. We have made progress on this front, including through the expansion of our environmental solutions segment supported by the acquisition of US Ecology, along with subsequent acquisitions. Our acquisitions of leading environmental solutions providers enable us to offer a complete set of products and services, including treatment, recycling and disposal of hazardous, non-hazardous and specialty waste. For services that we do not provide, we fulfill demand through our alliance partnerships while maintaining the customer facing relationship.

To help ensure a consistent customer experience, we have invested in our customer service capabilities and our centralized Customer Experience function. This modern technology provides our customer services employees with the tools and capabilities they need to provide better levels of service through a variety of communication channels. The standardized approach enhances the customer experience and provides us a platform to reduce the cost to service our customers.

To help ensure our efforts are making an impact and building customer loyalty, we solicit feedback from our customers, including Net Promoter ScoreSM, so that every General Manager receives recent, relevant feedback that allows him or her the ability to reach out to customers directly and address issues immediately.

Digital

The goal of prioritizing our digital capabilities is to allow us to provide a consistent experience across our business. We believe investments in our digital platforms support improved processes for our employees that lead to enhanced employee engagement and enable our customers to do business with us through more channels and with better access to information, ultimately driving increased customer loyalty.

By increasing the ease of use and functionality of our web-based market presence, we believe we enhance customer satisfaction, interaction and connectivity while lowering our costs. These tools reinforce to our customers that they can rely on us to handle their recycling and waste service needs in a way that is easy and convenient for them.

- Our website and mobile app are online account management tools, allowing customers access to their accounts and our services.
- Our e-commerce sales channel allows customers to secure services on a real-time basis, provides capabilities to meet our customers' evolving buying preferences and provides a lower cost sales channel.

We are leveraging technology to digitally connect our customers, drivers, logistics analysts, supervisors and trucks via our "RISE" dispatch platform and in-cab technology. With the roll-out of this technology we have improved productivity through more real-time routing information and data visualization tools, increasing customer connectivity and enabling automated service verification communications and enhancing the employee experience by providing better tools and technology designed around employee interaction.

We have installed advanced technology on recycling and waste collection vehicles that utilizes cameras to identify recycling contamination and overfilled containers. We expect this technology will reduce recycling contamination over time and drive incremental revenue.

We are in the early stages of deploying our "MPower" enterprise asset management system to digitally connect our maintenance team to our collection fleet of vehicles. This technology is designed to streamline our fleet maintenance record keeping and parts management processes and allow improved technician efficiency and enhanced warranty recovery across our fleet. We expect the deployment of this technology to be complete in late 2025.

Sustainability

The goal of our differentiating sustainability capabilities is to provide our customers with fully integrated sustainable solutions that support a cleaner, safer and healthier world. We have long been a leader in environmental services and sustainability. We introduced our Elements of Sustainability, the foundation of our sustainability platform, in 2014. Our elements, Safety, Talent, Climate Leadership and Communities, are deeply integrated into our business and anchor our ambitious 2030 sustainability goals.

Our Board of Directors' Sustainability & Corporate Responsibility Committee has oversight responsibility with respect to our sustainability performance, our corporate responsibilities and our role as a socially responsible organization. The Committee meets at least quarterly to be updated on progress and conducts a formal comprehensive review of the Company's performance in these areas on an annual basis.

Our 2030 Sustainability Goals

As we grow, so does our opportunity to make a meaningful, positive impact on the environment and society. Our ambitious 2030 goals are aligned with the UN Sustainable Development Goals⁽¹⁾ and our greenhouse gas reduction goal is aligned with The Paris Agreement. Each goal is aligned with one of the Company's elements of sustainability. Together they are designed to significantly benefit the environment and society, while enhancing the foundation and profitability of our business for the long-term.

- *Safety Amplified:* Achieve zero annual employee fatalities
- *Incident Reduction:* Reduce OSHA Total Recordable Incident Rate (TRIR) to 2.0 or less by 2030
- *Engaged Workforce:* Achieve and maintain employee engagement scores at or above 88 by 2030
- *Science Based Target:* Reduce absolute Scope 1 and 2 greenhouse gas emissions 35% by 2030⁽²⁾, approved by SBTi⁽³⁾, with an interim goal of achieving a 10% reduction by 2025⁽⁴⁾
- *Circular Economy:* Increase recovery of key materials by 40% on a combined basis by 2030⁽²⁾
- *Renewable Energy:* Increase beneficial reuse of biogas by 50% by 2030⁽²⁾
- *Charitable Giving:* Create sustainable neighborhoods through strong community partnerships for 45 million people by 2030⁽²⁾

We believe that reducing our impact on the planet and improving the quality of life for its inhabitants are the right things to do, and they are also necessary actions to ensure a vibrant future for our organization.

Refer to our Sustainability Report for our progress toward our 2030 sustainability goals, and refer to our full suite of climate-related sustainability reporting for updates regarding our progress toward our climate goals, including the Task Force on Climate-Related Financial Disclosures (TCFD), SASB, Global Reporting Initiative and CDP Climate Change, all of which can be found at republicservices.com/sustainability/reporting. The information contained on our website shall not be deemed incorporated by reference in this Annual Report on Form 10-K or in any other filing we make under the Exchange Act.

(1) We have aligned our 2030 goals with the following UN Sustainable Development Goals: (3) Good Health and Well-being, (4) Quality Education, (7) Affordable Clean Energy, (8) Decent Work and Economic Growth, (9) Industry, Innovation and Infrastructure, (10) Reduced Inequalities, (11) Sustainable Cities and Communities, (12) Responsible Consumption and Production, (13) Climate Action and (14) Peace, Justice and Strong Institutions.

(2) Targets are relative to the 2017 baseline year.

(3) SBTi, or Science Based Targets initiative, is a collaboration between CDP, the United Nations Global Compact, World Resources Institute and the World Wide Fund for Nature.

(4) Interim target achieved early, in fiscal year 2023.

Cash Utilization Strategy

We take a consistent and balanced approach to capital allocation to drive long-term, sustainable value for our shareholders. The predictability of our free cash flows allows us to efficiently execute our capital allocation strategy, which includes investing in value-creating acquisitions and returning free cash flow to our shareholders through dividends and share repurchases. We are committed to an efficient capital structure and maintaining our investment grade credit ratings on our senior debt, which was rated BBB+ by Standard & Poor's Ratings Services, A- by Fitch Ratings, Inc. and Baa1 by Moody's Investors Service, Inc. Such ratings have allowed us, and should continue to allow us, to readily access capital markets at competitive rates.

We manage our free cash flow by ensuring that capital expenditures and operating asset levels are appropriate in light of our existing business and growth opportunities and by closely managing our working capital.

Dividends

In July 2024, our Board of Directors approved an increase in the quarterly dividend to \$0.580 per share, which represents an increase of approximately 8% over the prior year. This increase represented the 21st consecutive year of a dividend increase. Over the last five years, our dividends have increased at a compounded annual growth rate of 6.4%. We expect to continue paying quarterly cash dividends and may consider additional dividend increases if we believe they will enhance shareholder value.

Share Repurchases

In October 2023, our Board of Directors approved a \$3.0 billion share repurchase authorization effective starting January 1, 2024, and extending through December 31, 2026. Share repurchases under the current program may be made through open market purchases or privately negotiated transactions in accordance with applicable federal securities laws. While the Board of Directors has approved the program, the timing of any purchases, the prices and the number of shares of common stock to be purchased will be determined by our management, at its discretion, and will depend upon market conditions and other factors. The share repurchase program may be extended, suspended or discontinued at any time. On a quarterly basis, our Board of Directors reviews the parameters around which we repurchase our shares. Refer to *Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities* for repurchase authority remaining as of December 31, 2024.

Shareholder Value

We are committed to creating long-term shareholder value by generating consistent earnings and cash flow growth while continually improving returns on invested capital. Our incentive compensation programs are aligned with these objectives at all levels of management. We have an active shareholder outreach program and routinely interact with shareholders on a number of matters, including environmental, social, governance, talent and executive compensation.

Management Team

We believe that building and blending a diverse team of strong industry veterans, along with talented people from other industries who bring unique skill sets, will contribute to what we call our Composite Strength. Composite Strength combines the vast, varied experience and capability of both strong environmental services industry veterans and talented people from other industries. Additionally, Composite Strength helps ensure the continuity of leadership and preservation of institutional knowledge, while also bringing in skills and new ideas from other companies outside of our industry - many of them from leading companies.

Jon Vander Ark was named Chief Executive Officer in 2021. Since joining Republic in 2013, Mr. Vander Ark has held management roles of increasing responsibility, including Executive Vice President, Chief Marketing Officer, Executive Vice President, Operations, Executive Vice President, Chief Operating Officer, President and his current role as President and Chief Executive Officer. Prior to joining the Company, he served as a partner at McKinsey & Company's Detroit office, managing clients across a variety of industries, including transportation, logistics, manufacturing and consumer products. Mr. Vander Ark serves on the Board of Directors of Lennox International Inc.

Brian Bales was named Executive Vice President, Chief Development Officer in February 2015. Mr. Bales has been with Republic for over 25 years, serving as Executive Vice President, Business Development from December 2008 to February 2015 and Vice President, Corporate Development from 1998 to December 2008. Prior to his time at Republic, Mr. Bales held roles of increasing responsibility in finance and business development for Ryder System, Inc. from 1993 to 1998 and served as chief financial officer for EDIFEX & VTA Communications from 1988 through 1993. Prior to that, Mr. Bales was an accountant for PwC (formerly Price Waterhouse) from 1986 to 1988. Mr. Bales serves on the Board of Directors of RB Global, Inc.

Gregg Brummer was named Executive Vice President, Chief Operating Officer in August 2023. Prior to his current role, Mr. Brummer served as Senior Vice President, Operations from June 2019 to August 2023 where he was responsible for maximizing field performance, ensuring superior service delivery, executing the operating plan, and achieving financial and operational results across the Company. Mr. Brummer joined the Company in January 2014 as Area President, a role he held until June 2019. Prior to joining the Company, Mr. Brummer was a Regional Vice President as well as General Manager at BlueLinx Corporation and held various leadership positions at Georgia Pacific Corporation.

Brian DelGhiaccio was named Executive Vice President, Chief Financial Officer in June 2020. Mr. DelGhiaccio has over 25 years of experience with Republic in a variety of roles of increasing responsibility. He was named Executive Vice President and Chief Transformation Officer in June 2019. Before that, Mr. DelGhiaccio served as Vice President, Investor Relations from 2012 to 2014, progressed to Senior Vice President, Finance from 2014 to 2017 and then to Senior Vice President, Business Transformation in 2017. Prior to his time at Republic, Mr. DelGhiaccio worked in the audit practice of Arthur Andersen. Mr. DelGhiaccio serves on the Board of Directors of Aramark.

Catharine D. Ellingsen was named Executive Vice President, Chief Legal Officer, Chief Ethics & Compliance Officer and Corporate Secretary in June 2016. Ms. Ellingsen has over 20 years of experience with Republic in a variety of roles of increasing responsibility. She was named Managing Corporate Counsel in January 2003, Director, Legal and Associate General Counsel in January 2005 and Vice President and Deputy General Counsel in June 2007. Ms. Ellingsen was named Senior Vice President, Human Resources in August 2011 and served in that position until June 2016. Before joining the Company, Ms. Ellingsen was an attorney at Steptoe & Johnson LLP from 1996 to 2001 and at Bryan Cave LLP from 1993 to 1996.

Amanda Hodges was named Executive Vice President, Chief Commercial Officer in August 2024. In this role, Ms. Hodges leads the Company's sales organization and customer service team to drive profitable growth and customer loyalty. Prior to her current role, Ms. Hodges served as Executive Vice President, Chief Marketing Officer from November 2020 to August 2024. Prior to joining Republic, Ms. Hodges spent 15 years in leadership roles for Dell Technologies, most recently serving as Senior Vice President of North America Marketing and the Global Customer Briefing Program. Before joining Dell, Ms. Hodges worked as a consultant for McKinsey & Company.

Courtney Rodriguez was named Executive Vice President, Chief Human Resources Officer in March 2023. In this role, she is responsible for all aspects of the Company's talent strategy, including talent acquisition and retention, learning and development, and total rewards. Prior to joining Republic, Ms. Rodriguez served as Senior Vice President, Global HR, for Dell Technologies. She has over 20 years of HR experience, including frontline, customer operations, culture transformation and M&A support. Ms. Rodriguez started her career in finance as a senior auditor for Arthur Andersen before moving to Dell as a financial analyst.

Julia Arambula was named Senior Vice President, Operations, Environmental Solutions in August 2024. Ms. Arambula joined the company in 2002 and has held a variety of roles of increasing responsibility. In her current role, Ms. Arambula is responsible for maximizing field performance, ensuring superior service delivery, executing the operating plan, and achieving financial and operational results for Group 3, our environmental solutions business. Prior to her current role, Ms. Arambula was Senior Vice President, Operations over Group 2 from November 2021 to August 2024. Prior to that, Ms. Arambula served as Senior Vice President, Operations Support from March 2020 to November 2021, where she led the operations support function for the Company, including collections, post collections, recycling operations, fleet & asset management and engineering & environmental compliance. Ms. Arambula held the position of Vice President, Financial Planning and Analysis from March 2015 to March 2020, and prior to that held a variety of finance and accounting roles of increasing responsibility. Prior to Republic, Ms. Arambula was a senior auditor with Arthur Anderson.

Larson Richardson was named Senior Vice President, Operations in December 2023. In his current role, Mr. Richardson is responsible for maximizing field performance, ensuring superior service delivery, executing the operating plan, and achieving financial and operational results for Group 1, which covers recycling and waste field operations in the western portion of the United States and Canada. Prior to his current role, Mr. Richardson was Area President over the Company's Heartland Area from June 2019 to December 2023, where he was responsible for leading the execution of the operating plan and results for the recycling and waste operations within the Heartland. Prior to that, Mr. Richardson was Area Vice President for the Southeast Area from September 2017 to June 2019, and held the position of Senior Manager Municipal Sales from June 2015 to September 2017. Mr. Richardson started with Republic as a General Manager in the Southeast Area, a position he held from May 2012 to June 2015. Prior to Republic, Mr. Richardson was an Area General Manager at Waste Industries USA.

Our local and area management teams have extensive industry experience in growing, operating and managing environmental services companies and have substantial experience in their local geographic markets. This allows us to quickly respond to and meet our customers' needs and stay in touch with local businesses and municipalities. We believe our strong area management teams allow us to effectively and efficiently drive our initiatives and help ensure consistency throughout the organization. Our area management teams and area presidents have extensive authority and responsibility over operations within their respective geographic markets. As a result of retaining experienced managers with extensive knowledge of and involvement in their local

communities, we are proactive in anticipating customers' needs and adjusting to changes in our markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and our operating margins.

Comprehensive Environmental Services

We serve customers with a strong, vertically-integrated operating platform and offer a complete set of products and services, including the collection and processing of recyclable, solid waste and industrial waste materials; transportation and disposal of non-hazardous and hazardous waste streams; and other environmental solutions. We offer a wide array of products and services with a proven track record in safety, compliance and environmental stewardship.

Recycling & Waste Services

We have a strong, national, vertically-integrated operating platform that allows us to compete more effectively and efficiently in the local markets in which we operate. Where appropriate, we seek to achieve a high rate of internalization by managing material streams from the point of collection through recycling processing or disposal. During the year ended December 31, 2024, approximately 67% of the total solid waste volume we collected was disposed at landfills we own or operate (internalization). Our fully integrated markets generally have a lower cost of operations and more favorable cash flows than our markets that are not fully integrated. Through acquisitions, landfill operating agreements and other market development activities, we create market-specific, vertically-integrated operations typically consisting of one or more collection operations, transfer stations and landfills. We also operate recycling centers in markets where diversion of waste is a priority, customers are willing to pay for the service and we can earn an appropriate return on our investment.

Collection Services

We provide residential, small-container and large-container collection services through 367 collection operations. In 2024, approximately 68% of our total revenue was derived from our collection business, of which approximately 18% of our total revenue related to residential services, approximately 30% related to small-container services, approximately 19% related to large-container services and approximately 1% related to other collection services.

Our residential collection business involves the curbside collection of material for transport to transfer stations, or directly to recycling centers, organics processing facilities, or landfills. We typically perform residential collection services under contracts with municipalities, which we generally secure through competitive bids, which give us exclusive rights to service all or a portion of the homes in the municipalities. These contracts usually range in duration from one to five years, although some of our exclusive franchises are for significantly longer periods. We also perform residential services on a subscription basis, in which individual households contract directly with us. The fees received for subscription residential collection are based primarily on the market, collection frequency, type of service, the distance to the disposal facility and the cost of processing or disposal. In general, subscription residential collection fees are paid quarterly in advance by the customers receiving the service.

In our small-container business, we supply our customers with recycling and waste containers of varying sizes. We typically perform small-container collection services under one- to three-year service agreements, and fees are determined based on a number of factors including the market, collection frequency, type of equipment furnished, type and volume or weight of the material collected, transportation costs and the cost of processing or disposal. Our small-container services are typically offered to small business complexes, multi-family housing and strip malls and include industries such as restaurants, retail, real-estate and professional and other services.

Our large-container collection business includes both recurring and temporary customer relationships. For the recurring portion, we supply our customers with recycling and waste containers of varying sizes and rent compactors to large generators of material. We typically perform the collection services under one- to three-year service agreements, and fees are determined based on a number of factors including the market, collection frequency, type of equipment furnished, type and volume or weight of the material collected, transportation costs and the cost of processing or disposal. Our recurring large-container services are typically offered to larger facilities, hotels and office buildings and include industries such as manufacturing, retail, hospitality, professional and other services.

For the temporary portion of our large-container collection business, the majority of the material relates to construction and demolition activities and is typically event-driven. We provide temporary collection services on a contractual basis with terms ranging from a single pickup to one-year or longer.

Transfer Services

We own or operate 248 transfer stations. Revenue at our transfer stations is primarily generated by charging tipping or disposal fees, which accounted for approximately 5% of our revenue during 2024. Our collection operations deposit material at these transfer stations, as do other private and municipal haulers, for compaction and transfer to disposal sites or recycling centers.

Transfer stations provide collection operations with a cost-effective means to consolidate material and reduce transportation costs while providing our landfills with an additional mechanism to extend their geographic reach.

When our own collection operations use our transfer stations, this improves internalization by allowing us to retain fees we would otherwise pay to third-party disposal sites. It also allows us to manage costs associated with material disposal because: (1) transfer trucks have larger capacities than collection trucks, allowing us to deliver more material to the landfill or processing center in each trip; (2) material is accumulated and compacted at strategically located transfer stations to increase efficiency; and (3) we can retain volume by managing the material to one of our own landfills or processing centers rather than to a competitor's.

Recycling Processing Services

We own or operate 75 recycling centers. These centers generate revenue through the processing and sale of old corrugated containers (OCC), old newsprint (ONP), aluminum, glass and other materials, which accounted for approximately 2% of our total revenue during 2024. Approximately 82% of our total recycling center volume is fiber based and includes OCC, ONP and other mixed paper. During 2024, we processed and sold 2.1 million tons, excluding glass and organics, from our recycling centers. An additional 2.2 million tons were collected by us and delivered to third parties. We are investing in innovative recycling technology and have expanded our organics operations to help customers meet their diversion goals. We processed 1.1 million and sold 0.3 million tons of organic materials, respectively, from our recycling centers in 2024.

Changing market demand for recycled commodities causes volatility in commodity prices. At current volumes and mix of materials, we believe a \$10 per ton change in the price of recycled commodities would change both annual revenue and operating income by approximately \$11 million.

In certain instances, we issue recycling rebates to our municipal or large-container customers, which can be based on the price we receive upon the final sale of recycled commodities, a fixed contractual rate or other measures. We also receive rebates when we dispose of recycled commodities at third-party processing facilities.

We have met increased consumer demand for recycling services by integrating recycling components across our collection service offerings. Our goal is to provide a complete material stream management solution to our customers in a vertically integrated, environmentally sustainable way.

We continue to invest in proven technologies to control costs and to simplify and streamline recycling for our customers. For example, robotics and advanced sorting equipment, such as disk screens, magnets and optical sorters, identify and separate different kinds of paper, metals, plastics and other materials to increase efficiency and maximize our recycling efforts.

Landfill Services

We own or operate 208 active landfills. Our landfill tipping fees charged to third parties accounted for approximately 11% of our revenue during 2024. As of December 31, 2024, we had 41,158 estimated permitted acres and estimated total available disposal capacity of 5.0 billion in-place cubic yards. The in-place capacity of our landfills is subject to change based on engineering factors, requirements of regulatory authorities, our ability to continue to operate our landfills in compliance with applicable regulations and our ability to successfully renew operating permits and obtain expansion permits at our sites. Some of our landfills accept non-hazardous special waste, including utility ash, asbestos and contaminated soils.

Most of our active landfill sites have the potential for expanded disposal capacity beyond the currently permitted acreage. We monitor the availability of permitted disposal capacity at each of our landfills and evaluate whether to pursue an expansion at a given landfill based on estimated future waste volumes and prices, market needs, remaining capacity and the likelihood of obtaining an expansion. To satisfy future disposal demand, we are seeking to expand permitted capacity at certain landfills; however, all proposed or future expansions may not be permitted.

We also have responsibility for 125 closed landfills, for which we have associated closure and post-closure obligations.

Environmental Solutions

We have the capabilities to address the complex environmental and sustainability needs of our customers. Our environmental solutions offerings include collection, treatment, consolidation, disposal and recycling of hazardous and non-hazardous waste; field and industrial services; equipment rental; emergency response and standby services; and in-plant services. Environmental solutions volume is generated by the daily operations of industrial, petrochemical and refining facilities and oil and natural gas exploration and production sites, including maintenance, plant turnarounds and capital projects. Volume also is generated by private and government funded projects including site remediation, redevelopment or emergency spill response. In 2024, approximately 11% of our revenue was derived from environmental solutions.

Waste Treatment & Disposal

We own or operate 6 active hazardous waste landfills, 9 active energy waste landfills, 2 treatment, recovery and disposal facilities, 23 treatment, storage and disposal facilities, 5 salt water disposal wells and 14 deep injection wells. We recycle, treat and dispose of hazardous and non-hazardous industrial wastes. The waste streams handled include substances which are classified as “hazardous” because of their corrosive, ignitable, reactive or toxic properties and other wastes subject to federal, state and provincial environmental regulation. The waste we handle comes in solid, liquid and sludge form and can be received in a variety of containerized and bulk forms and transported to our facilities by truck and rail.

We also operate thermal desorption units that recover oil and metal bearing catalyst from refinery and other organic and oil-based waste. The recycled oil and recycled catalyst are sold to third parties.

Field Services

Our field services include a wide range of specialty and total waste management services provided to refineries, chemical plants, manufacturing plants, pharmaceutical manufacturers, technology companies, research laboratories and other government, commercial and industrial facilities either on-site or at our network of facilities. These services include industrial cleaning and maintenance, retail services, lab pack, site remediation, equipment cleaning and maintenance services, specialty equipment rental, transportation and emergency response.

As an integral part of our services, we employ highly trained staff and operate a network of service centers that characterize, package and collect hazardous and non-hazardous wastes from customers and transport such wastes to and between our facilities for treatment or bulking for shipment to final disposal locations.

Sustainability Innovation

We are uniquely positioned to offer products and services to address the complex sustainability needs of our customers. Our sustainability innovation product and service offerings include operations that allow for greater material circularity and support decarbonization. We believe demand for post-consumer content in consumer packaging and low carbon energy alternatives continues to increase. We are able to invest independently or through joint ventures to create solutions for the evolving marketplace.

Circularity

In 2024, we commenced operations at our first Polymer Center in Las Vegas and completed construction of our second Polymer Center in Indianapolis. Through its Polymer Centers, Republic is the first company to manage the plastics stream through an integrated process from curbside collection of recycled material to production and delivery of high-quality recycled content for consumer packaging. Rigid plastics – polyethylene terephthalate (PET), high-density polyethylene (HDPE) and polypropylene (PP) – collected from residential and commercial customers and sorted at local recycling facilities are delivered to the Polymer Center for secondary processing. Each facility is expected to produce more than 100 million pounds per year of recycled plastic, including 100% post-consumer PET flake delivered to the food-grade marketplace to enable bottle-to-bottle circularity. In addition, HDPE and PP packaging such as detergent jugs or butter tubs, which today are collected in multicolored bundles, can be separated by plastic type and color. We plan to commence operations at the Indianapolis Polymer Center during 2025 and anticipate opening two additional Polymer Centers in the coming years.

In 2023, we announced the creation of Blue Polymers, LLC, a joint venture with Ravago, that will further advance circularity in the plastics industry. The Blue Polymers facilities will utilize the color-sorted recycled HDPE and PP from our Polymer Centers to create custom recycled resins for consumer packaging and other applications. The process is expected to convert recycled HDPE and PP into fully formulated products for use in both food-grade and non-food-grade sustainable applications. Four Blue Polymers facilities are planned to open over the coming years, beginning with an Indianapolis facility in 2025. Once operational, these facilities are expected to produce a combined 300 million pounds per year of recycled plastics. Products are expected to include custom-blended and compounded materials for individual customers to help them achieve their sustainability goals and comply with federal, state or local requirements for recycled content.

Decarbonization

Our customers are increasingly looking for decarbonization solutions, and Republic is leveraging our network of landfills to meet that need. Republic is committed to harnessing landfill gas, a natural byproduct of decomposing waste, and converting it to energy. More than 87% of our landfill acreage is covered by gas collection systems. Collecting and converting landfill gas into renewable energy provides economic and environmental benefits, including reducing fugitive greenhouse gas emissions. As of December 31, 2024, we operated 79 landfill gas-to-energy projects. The majority of these projects were developed and are owned by a third party, where we earn a royalty based on renewable energy sold. We presently have 45 landfill gas-to-renewable natural gas (RNG) projects in development that are expected to begin operations in the coming years. The majority of the development portfolio is part of a joint venture with Archaea Energy, a bp company, in which Republic is a minority equity owner. RNG is a low-carbon, pipeline-quality fuel that's fully interchangeable with fossil fuel-derived natural gas; it can be used as a transportation fuel in commercial fleets, including our own.

We also are producing renewable energy at our landfills through solar projects we host at six sites, which generate clean electricity for local communities.

Other Services

Other revenue consists primarily of National Accounts revenue generated from nationwide or regional contracts in markets outside our operating areas where the associated material handling services are subcontracted to local operators. Consequently, substantially all of this revenue is offset with related subcontract costs, which are recorded in cost of operations.

Competition

We operate in a competitive industry. Competition in the environmental services industry comes from a few other large, national publicly-owned companies, several regional publicly- and privately-owned companies and thousands of small privately-owned companies. In any given market, competitors may have larger operations and greater resources. In addition, we compete with municipalities that maintain material collection or disposal operations. These municipalities may have financial advantages due to the availability of tax revenue and greater opportunities for tax-exempt financing.

We compete for collection accounts primarily based on our product offering, quality of service and price. From time-to-time, our competitors reduce the price of their services in an effort to expand market share or to win a competitively bid municipal contract. Our ability to maintain and increase prices in certain markets may be impacted by our competitors' pricing policies. This may have an effect on our future revenue and profitability.

Seasonality and Severe Weather

Our operating revenues tend to be somewhat higher in the summer months, primarily due to higher volumes of construction and demolition waste. The volumes of large-container and residential recycling and waste in certain regions of the country also tend to increase during the summer months. Our second and third quarter revenues and results of operations typically reflect this seasonality.

We provide essential environmental services in the communities we serve and our operations can be adversely affected by periods of inclement or severe weather and natural disasters, which could increase the volume of material collected under our existing contracts (without corresponding compensation), delay the collection and disposal of material, reduce the volume of material delivered to our disposal sites or delay the construction or expansion of our landfill sites and other facilities. These risks may increase with the physical impacts of climate change. The impacts from adverse weather and natural disasters have the potential to last several months and to affect several facilities. We have business continuity plans in place for severe weather, natural disasters and other emergencies—hurricanes, tornadoes, flooding, winter storms, earthquakes and wildfires, among others—to help limit disruptions in our operations and help ensure the continuity of our services. Our operations can also be favorably affected by severe weather and natural disasters, which could increase the volume of material in situations where we are able to charge for our additional services. Refer to our TCFD Report for more information on climate impacts and our risk management strategies, available at investor.republicservices.com/sustainability. The information contained on our website shall not be deemed incorporated by reference in this Annual Report on Form 10-K or in any other filing we make under the Exchange Act.

Regulation

Our facilities and operations are subject to a variety of federal, state, provincial and local requirements that regulate, among other things, the environment, public health, safety, zoning and land use. Operating and other permits, licenses and other approvals generally are required for landfills and transfer stations, recycling centers, certain waste collection vehicles, fuel storage tanks and other equipment and facilities that we own or operate. These permits are subject to denial, revocation, modification and renewal in certain circumstances. Any revocation, modification or denial of permits could have a material

adverse effect on us. Federal, state and local laws and regulations vary, but generally govern wastewater or storm water discharges, air emissions, the handling, transportation, treatment, storage and disposal of hazardous and non-hazardous waste and the remediation of contamination associated with the release or threatened release of hazardous substances. These laws and regulations provide governmental authorities with strict powers of enforcement, which include the ability to revoke or decline to renew any of our operating permits, obtain injunctions, or impose fines or penalties in the event of violations, including criminal penalties. The United States EPA and various other federal, state, provincial and local authorities administer these regulations. Regulations with respect to hazardous waste are particularly relevant for our Group 3 reportable segment that provides treatment, recycling and disposal of hazardous waste.

In order to comply with these regulations, we must incur substantial capital expenditures relating to our vehicles, landfills, transfer stations, recycling centers and other assets, and in connection with our capping, closure, post-closure and environmental remediation activities. Compliance with existing and future legal and regulatory requirements, including changes relating to per- and polyfluoroalkyl substances (commonly referred to as PFAS) and other chemicals of emerging concern, and limitations or bans on disposal of certain types of wastes or on the transportation of waste, could increase our costs to operate or require additional capital expenditures.

A decrease in regulation may lower barriers to entry for our competitors. Further, we compete with counties and municipalities that operate their own collection and disposal facilities, and have the benefits of tax revenue and greater opportunities for tax-exempt financing.

We strive to conduct our operations in compliance with applicable laws, regulations and permits. However, from time to time we have been issued citations or notices from governmental authorities that have resulted in the need to expend funds for remedial work and related activities at various landfills and other facilities or in the need to expend funds for fines, penalties or settlements. Citations and notices may be issued in the future, notwithstanding our strong regulatory compliance efforts. We have established final capping, closure, post-closure and remediation reserves that we believe, based on currently available information, will be adequate to cover our current estimates of regulatory costs; however, actual costs may exceed our reserves.

Federal Regulation

The following summarizes the primary federal, environmental and occupational health and safety-related statutes that affect our facilities and operations:

- *The Solid Waste Disposal Act, including the Resource Conservation and Recovery Act (RCRA).* RCRA establishes a framework for regulating the handling, transportation, treatment, storage and disposal of hazardous and non-hazardous solid waste, and requires states to develop programs to ensure the safe disposal of solid waste in sanitary landfills.

Subtitle C of RCRA establishes a framework for regulating the disposal of hazardous waste, and Subtitle D of RCRA establishes a framework for regulating the disposal of municipal solid waste. Regulations under Subtitle C set requirements for hazardous waste generators, transporters and treatment, storage and disposal facilities. Regulations under Subtitle D currently include minimum comprehensive solid waste management criteria and guidelines, including location restrictions, facility design and operating criteria, final capping, closure and post-closure requirements, financial assurance standards, groundwater monitoring requirements and corrective action standards. The EPA may authorize states to implement certain hazardous waste requirements of Subtitle C, and if a state program does not exist, the EPA directly implements the hazardous waste requirements. Nearly all of the states in which we operate have implemented permit programs pursuant to RCRA and Subtitles C and D. These state permit programs may include landfill requirements that are more stringent than those of Subtitles C and D. Our failure to comply with any of these environmental requirements at any of our locations may lead to temporary or permanent loss of an operating permit, which would result in costs in connection with securing new permits, reduced revenue from lost operational time and increased third party disposal costs.

All of our planned landfill expansions and new landfill development projects have been engineered to meet or exceed Subtitles C and D requirements, as applicable. Operating and design criteria for existing operations have been modified to comply with these regulations. Compliance with Subtitles C and D regulations has resulted in increased capital expenditures and operating costs and may in the future require substantial additional expenditures in addition to other costs normally associated with our waste management activities.

- *The Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).* CERCLA, among other things, provides for the cleanup of sites from which there is a release or threatened release of a hazardous substance into the environment. CERCLA may impose strict joint and several liability for the costs of cleanup and for damages to natural resources upon current owners and operators of a site, parties who were owners or operators of a site at the time the hazardous substances were disposed of, parties who transported the hazardous substances to a site and parties who arranged for the disposal of the hazardous substances at a site. Under the authority of CERCLA and its implementing regulations, detailed requirements apply to the manner and degree of investigation and remediation of

facilities and sites where hazardous substances have been or are threatened to be released into the environment. Liability under CERCLA is not dependent on the existence or disposal of only hazardous wastes, but also can be based upon the existence of small quantities of more than 700 substances currently characterized by the EPA as hazardous, many of which are found in common household waste. The EPA may also designate additional substances as hazardous; in 2024, the EPA finalized a rule that designated two PFAS as hazardous substances. Among other things, CERCLA authorizes the federal government to investigate and remediate sites at which hazardous substances have been or are threatened to be released into the environment, or to order persons potentially liable for the cleanup of the hazardous substances to do so themselves. In addition, the EPA has established a National Priorities List of sites at which hazardous substances have been, or are threatened to be, released and which require investigation or cleanup.

CERCLA liability is strict liability. It can be founded upon the release or threatened release, even as a result of unintentional, non-negligent or lawful action, of hazardous substances, including very small quantities of such substances. Thus, even if we have never knowingly transported or received hazardous substances, it is possible that hazardous substances have been deposited or released at landfills or other facilities that we presently or historically have owned or operated, or at properties owned by third parties to which we have transported waste. Therefore, we could be liable under CERCLA for the cost of cleaning up, or protecting against the release of, such hazardous substances at such sites and for damages to natural resources, even if those substances were deposited at our facilities before we acquired or operated them. The costs of a CERCLA cleanup can be very expensive and can include the costs of disposing of hazardous substances at appropriately-licensed facilities. Given the difficulty of obtaining insurance for environmental impairment liability, any such liability could have a material effect on our business, financial condition, results of operations and cash flows.

- *The Federal Water Pollution Control Act of 1972 (the Clean Water Act).* This act regulates the discharge of pollutants from a variety of sources, including solid waste disposal sites, into streams, rivers and other waters of the United States. Runoff from our landfills and transfer stations that is discharged into surface waters through discrete conveyances must be covered by discharge permits that generally require us to conduct sampling and monitoring, and, under certain circumstances, to reduce the quantity of pollutants in those discharges. Storm water discharge regulations under the Clean Water Act require a permit for certain construction activities and for runoff from industrial operations and facilities, which may affect our operations. If a landfill or transfer station discharges wastewater through a sewage system to a publicly-owned treatment works, the facility must comply with discharge limits imposed by that treatment works. In addition, states may adopt groundwater protection programs under the Clean Water Act or the Safe Drinking Water Act that could affect the manner in which our landfills monitor and control their waste management activities. Furthermore, if development at any of our facilities alters or affects wetlands, we may be required to secure permits before such development starts. In these situations, permitting agencies may require mitigation of wetland impacts.
- *The Clean Air Act.* The Clean Air Act imposes limitations on emissions from various sources, including landfills. In 1996, the EPA promulgated regulations that require large municipal solid waste landfills to install landfill gas monitoring systems along with landfill gas control systems unless emissions are below established thresholds. These regulations apply to landfills that commenced construction, reconstruction or modification on or after May 30, 1991, and, principally, to landfills that can accommodate 2.5 million cubic meters or more of municipal solid waste. The regulations apply whether the landfills are active or closed. The date by which each affected landfill must have a gas collection and control system installed and made operational varies depending on calculated emission rates at the landfill. In July 2016, the EPA issued final amendments to its regulations that require large landfills that commenced construction, reconstruction, or modification on or after July 17, 2014 to capture additional landfill gas to reduce emissions of methane and certain non-methane gases, which are recognized as greenhouse gases. In a separate rule finalized at the same time, the EPA issued updates to its 1996 Emission Guidelines to reduce emissions of landfill gas from existing active landfills. Both actions were part of the Obama Administration's Climate Action Plan - Strategy to Reduce Methane Emissions. As part of the Biden Administration's focus on climate change, the EPA has taken further steps to implement these regulations. These and other efforts to curtail the emission of greenhouse gases and to ameliorate the effect of climate change may require our landfills to deploy more stringent emission controls and monitoring systems, with resulting capital or operating costs. Many state regulatory agencies also currently require monitoring systems for the collection and control of certain landfill gas. Certain of these state agencies are also implementing greenhouse gas control regulations that would also apply to landfill gas emissions. See Item 1A, *Risk Factors – Regulation of greenhouse gas emissions and other governmental regulations could impose costs on our operations, the magnitude of which is difficult to estimate*, in this Annual Report on Form 10-K.

In addition, our vehicle fleet may become subject to higher efficiency standards or other carbon-emission restrictions. Over the past decade, the EPA and the National Highway Traffic Safety Administration (NHTSA) have adopted regulations mandating the reduction of vehicle tail pipe emissions as a means of reducing greenhouse gas emissions. The regulations take the form of fuel economy standards. The EPA and the NHTSA have developed fuel economy

standards in two vehicle categories: (1) passenger automobiles and light-duty trucks (collectively, light-duty vehicles); and (2) heavy-duty trucks, including solid waste collection vehicles and tractor trailers. We own and operate vehicles in both categories. EPA and NHTSA periodically issue rules covering additional model years, typically increasing the stringency of the relevant vehicle standards, and those rules are frequently challenged in court.

- *The Occupational Safety and Health Act of 1970 (OSHA)*. This act authorizes the Occupational Safety and Health Administration of the United States Department of Labor to promulgate occupational safety and health standards. A number of these standards, including standards for notices of hazardous chemicals and the handling of asbestos, apply to our facilities and operations.

State and Local Regulation

Each state in which we operate has its own laws and regulations governing solid waste disposal, water and air pollution, and, in most cases, releases and cleanup of hazardous substances and liabilities for such matters. States also have adopted regulations governing the design, operation, maintenance and closure of landfills and transfer stations. Some counties, municipalities and other local governments have adopted similar laws and regulations. In addition, our operations may be affected by the trend in many states toward requiring solid waste reduction and recycling programs. For example, several states have enacted laws that require counties or municipalities to adopt comprehensive plans to reduce, through solid waste planning, composting, recycling or other programs, the volume of solid waste deposited in landfills. Additionally, laws and regulations restricting the disposal of certain waste in solid waste landfills, including yard waste, food waste, newspapers, beverage containers, unshredded tires, lead-acid batteries, electronic wastes and household appliances, have been adopted in several states and are being considered in others. Some jurisdictions have enacted or are considering enacting “extended producer responsibility” regulations, which are designed to obligate producers to fund the post-use life cycle of their products by providing recycling programs for their products. State and municipal governments also have enacted or may enact “organic diversion” regulations that require food waste to be managed separately from the other waste streams, similar to the rules recently enacted in California. Several states have also enacted or are considering “minimum recycled content” regulations mandating certain minimum post-consumer recycled content in certain types of packaging, including California. Legislative and regulatory measures to mandate or encourage waste reduction and recycling also have been considered, or are under consideration by, the United States Congress and the EPA. These regulations may present new opportunities to offer sustainable environmental services to our customers but may require investment of time, effort and money to be able to offer these new solutions and expose us to additional regulatory requirements and competition from others offering these services.

To construct, operate and expand a landfill, we must obtain one or more construction or operating permits, as well as zoning and land use approvals. These permits and approvals may be burdensome to obtain and to comply with, are often opposed by neighboring landowners and citizens’ groups, may be subject to periodic renewal, and are subject to denial, modification, non-renewal and revocation by the issuing agency. Significant compliance disclosure obligations often accompany these processes. In connection with our acquisition of existing landfills, we may be required to spend considerable time, effort and money to bring the acquired facilities into compliance with applicable requirements and to obtain the permits and approvals necessary to increase their capacity.

Canadian Waste Regulation

Certain of our Group 3 operations and facilities are subject to, among other regulations, Canadian hazardous and non-hazardous waste regulations. The Canadian federal government regulates issues within federal jurisdiction, including activities that cross provincial boundaries or affect Canada’s relations with other nations. The Canadian provinces also have jurisdiction over environmental matters within their respective boundaries, including primary responsibility for regulation and management of hazardous and non-hazardous waste.

The main federal laws governing waste management are the Canadian Environmental Protection Act, 1999 (CEPA) and the Transportation of Dangerous Goods Act, 1992. Environment and Climate Change Canada (ECCC) is the federal agency with responsibility for environmental matters. CEPA charges ECCC and Health Canada with the protection of human health and the environment and seeks to control the production, importation and use of substances in Canada and their impact on the environment. The Cross-border Movement of Hazardous Waste and Hazardous Recyclable Material Regulations under CEPA control the transboundary movement of hazardous waste and hazardous recyclable materials. These regulations require that anyone proposing to export or import hazardous waste or hazardous recyclable materials or transport them through Canada notify ECCC and obtain a permit to do so.

Certain of our facilities are subject to the Québec Environment Quality Act, the Ontario Environmental Protection Act or the Alberta Environmental Protection and Enhancement Act and their respective regulations. These statutes and regulations regulate the generation, collection, characterization, documentation, transport, storage, treatment, recovery and disposal of hazardous and non-hazardous wastes, establish the requirements for waste management facilities and waste transportation systems and govern actual or potential releases of contaminants in the environment, such as air emissions and soil, groundwater

and surface water contamination issues. Similarly, the federal Fisheries Act and provincial statutes such as the Ontario Water Resources Act also regulate releases of contaminants to bodies of water.

Hazardous waste transporters are required to hold permits to operate under the provincial statutes and regulations and are also subject to safety documentation and reporting requirements under provincial law and the federal Transportation of Dangerous Goods Act, 1992.

Maritime Regulations

Our Group 3 operations own and use 63 vessels registered under the United States flag. Accordingly, we are subject to various United States federal, state and local statutes and regulations governing the ownership, operation and maintenance of our vessels. Our United States-flag vessels are subject to the direct jurisdiction of the United States Coast Guard, the United States Customs and Border Protection and the United States Maritime Administration as well as other federal and state agencies. We are also subject to international laws and conventions and the local laws of foreign jurisdictions when we operate outside of the United States.

A portion of the operations of our standby services business within Group 3 is conducted in the United States coastwise trade. This is a protected market that is subject to United States cabotage laws that impose certain restrictions on the ownership and operation of vessels in the United States coastwise trade. These laws are principally contained in 46 U.S.C. Chapters 121, 505 and 551 and the related regulations, which are commonly referred to collectively as the “Jones Act.” The Jones Act restricts transportation of merchandise by water or by land and water, either directly or via a foreign port, between points in the United States and certain of its island territories. Subject to limited exceptions, the Jones Act requires that vessels engaged in United States coastwise trade be owned and operated by United States citizens within the meaning of the Jones Act, be built in and registered under the laws of the United States and manned by predominantly United States citizen crews. We have compliance mechanisms in place designed to assist with monitoring and maintaining compliance with the ownership requirements of the Jones Act.

All of our offshore vessels are subject to either United States or international safety and classification standards and sometimes both. United States-flag vessels, barges and crew boats are required to undergo periodic inspections pursuant to United States Coast Guard regulations.

We are also subject to a number of safety, security and environmental laws and regulations, including the Oil Pollution Act of 1990, CERCLA, the Clean Air Act, and the International Ship and Port Facility Security Code (ISPS Code), an amendment to the International Convention for the Safety of Life at Sea (SOLAS) as implemented in the Maritime Transportation and Security Act of 2002 to align United States regulations with those of SOLAS and the ISPS Code. The ISPS Code provides that owners or operators of certain vessels and facilities must provide security and security plans for their vessels and facilities and obtain appropriate certification of compliance. Under the ISPS Code, we perform worldwide security assessments, risk analyses and develop vessel and required port facility security plans to enhance safe and secure vessel and facility operations. Additionally, we have developed security annexes for those United States-flag vessels that transit or work in waters designated as high risk by the United States Coast Guard pursuant to the latest revision of Marsec Directive 104-6.

Other Regulations

Some of our facilities and operations are subject to the Toxic Substances Control Act of 1976 (TSCA) and the Atomic Energy Act of 1954, as amended (AEA). TSCA regulates the treatment, storage and disposal of polychlorinated biphenyls and asbestos. The AEA assigns the United States Nuclear Regulatory Commission (USNRC) regulatory authority over receipt, possession, use and transfer of certain radioactive materials, including disposal. The USNRC has adopted regulations for licensing commercial low-level radioactive waste regulated under the AEA for disposal and has delegated regulatory authority to certain states, including states where one or more of our facilities are located. The USNRC and United States Department of Transportation regulate the transport of radioactive materials. Shippers must comply with both the general requirements for hazardous materials transportation and specific requirements for transporting radioactive materials.

Many of our facilities own and operate underground storage tanks that are generally used to store petroleum-based products. These tanks can be subject to federal, state and local laws and regulations that mandate their periodic testing, upgrading, closure and removal. In the event of leaks or releases from these tanks, these regulations require that polluted groundwater and soils be remediated. If underground storage tanks we own or operate leak, we could be liable for response costs and, if the leakage migrates onto the property of others, we could be liable for damages to third parties. We are unaware of facts indicating that issues of compliance with regulations related to underground storage tanks will have a material adverse effect on our consolidated financial condition, results of operations or cash flows.

With regard to our solid waste transportation operations, we are subject to the jurisdiction of the Surface Transportation Board and are regulated by the Federal Highway Administration, Office of Motor Carriers and by regulatory agencies in states that regulate such matters. Various state and local government authorities have adopted, or are considering adopting, laws and

regulations that would restrict the transportation of solid waste across state, county, or other jurisdictional lines. In 1978, the United States Supreme Court ruled that a law that restricts the importation of out-of-state solid waste is unconstitutional; however, states have attempted to distinguish proposed laws from those involved in and implicated by that ruling. In 1994, the United States Supreme Court ruled that a flow control law, which attempted to restrict solid waste from leaving its place of generation, imposes an impermissible burden upon interstate commerce and is unconstitutional. In 2007, however, the United States Supreme Court upheld the right of a local government to direct the flow of solid waste to a publicly-owned and publicly-operated waste facility. A number of county and other local jurisdictions have enacted ordinances or other regulations restricting the free movement of solid waste across jurisdictional boundaries. Other governments may enact similar regulations in the future. These regulations may cause a decline in volumes of waste delivered to our landfills or transfer stations and may increase our costs of disposal, thereby adversely affecting our operations and our financial results.

We are engaged in 79 landfill gas-to-energy and other renewable energy projects. The production of renewable fuel through certain of these projects is incentivized by the federal Renewable Fuel Standard (RFS) program, which was authorized under the Energy Policy Act of 2005 and expanded through the Energy Independence and Security Act of 2007. Oil refiners and importers are required through the RFS program to blend specified volumes of renewable transportation fuels with gasoline or buy credits, known as renewable identification numbers (RINs), from renewable fuel producers. The amount of RIN credits generated by each gallon of renewable fuel depends on the process and feedstock used to create the specific renewable fuel. There is a market for RINs and, as we and/or our partners produce RFS-compliant renewable fuel, RINs are generated and sold to parties purchasing such RINs to achieve compliance with the RFS program.

Climate and Sustainability Trends

Jurisdictions have been updating climate policies toward the goal of reporting and reducing greenhouse gas (GHG) emissions through a broad range of sustainability initiatives. We believe reducing our impact on the planet and improving the quality of life of its inhabitants are the right things to do, and have committed to heightened emissions reduction goals. Taking into account the challenges associated with quantifying environmental services emissions precisely, we evaluate and offer strategic opportunities to provide our customers with sustainable solutions to reduce their GHG emissions as new regulatory and business developments related to concerns about climate change arise. As a provider of a highly regulated public service, we recognize the importance of broad stakeholder engagement in these endeavors, and we actively seek opportunities for discussion on more sustainable materials management practices. In addition, we cooperate with and support initiatives at the federal and state level that encourage sustainable practices including the production and use of renewable, low-carbon fuels and electricity and the processing of recyclables and organics.

We have long been a leader in sustainability as it relates to environmental services and strive to maintain this reputation. Our sustainability commitments, as well as our progress toward our current goals, are published in our Sustainability Report and accompanying reports and can be found at investor.republicservices.com/sustainability. The information contained on our website shall not be deemed incorporated by reference in this Annual Report on Form 10-K or in any other filing we make under the Exchange Act.

Liabilities Established for Landfill and Environmental Costs

We have established reserves for landfill and environmental costs, which include landfill site final capping, closure and post-closure costs. We periodically reassess such costs based on various methods and assumptions regarding landfill airspace and the technical requirements of Subtitles C and D of RCRA, and we adjust our amortization rates used to expense final capping, closure and post-closure costs accordingly. Based on current information and regulatory requirements, we believe that our recorded reserves for such landfill and environmental expenditures are adequate; however, environmental laws may change, and our recorded reserves may not be adequate to cover requirements under existing or new environmental laws and regulations, future changes or interpretations of existing laws and regulations, or adverse environmental conditions previously unknown to us. Refer to the *Material Cash Requirements and Intended Uses of Cash* section of our Management's Discussion and Analysis of Financial Condition and Results of Operations contained in Part II, Item 7 of this Annual Report on Form 10-K and to Note 2, *Summary of Significant Accounting Policies*, to our audited consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K for further information.

Liability Insurance and Bonding

The nature of our business exposes us to the possible risk of liabilities arising out of our operations, including damages to the environment, property, employees or the general public, or those resulting from cyber incidents. We focus on operating safely and prudently, but occasionally we receive claims, alleging damages, negligence or other wrongdoing in the planning or performance of work, which resulted in harm to the environment, property, employees or the general public. These liabilities can be significant. We also could be subject to fines and civil and criminal penalties in connection with alleged violations of regulatory requirements. We maintain various policies of insurance that, subject to limitations, exclusions, or deductibles, provide coverage for these types of claims. While we believe the amount of insurance is appropriate for our type of business,

such insurance may not be adequate, in scope or amount, in the event of a major loss, and we may be exposed to uninsured liabilities that could have a material adverse effect on our consolidated financial condition, results of operations or cash flows. We may choose not to continue to maintain the insurance should market conditions in the insurance industry make such coverage cost prohibitive.

Accruals for deductibles are based on claims filed and actuarial estimates of claims development and claims incurred but not reported. Due to the variable condition of the insurance market, we have experienced, and may experience in the future, increased deductible retention levels and increased premiums or unavailability of insurance. As we assume more risk through higher retention levels, we may experience more variability in our insurance reserves and expense.

In the normal course of business, we also purchase surety bonds, insurance policies, letters of credit, or marketable securities deposits in connection with, among other things, municipal residential collection contracts, financial assurance for closure and post-closure of landfills, environmental remediation, environmental permits and business licenses and permits as a financial guarantee of our performance.

Availability of Reports and Other Information

Our corporate website is republicservices.com. We make available on that website, free of charge, access to our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, Proxy Statements on Schedule 14A and amendments to those materials filed or furnished with the Securities and Exchange Commission (SEC) pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934. We make such materials available as soon as reasonably practicable after we electronically submit them to the SEC. Our corporate website also contains our Certificate of Incorporation, Bylaws, Corporate Governance Guidelines, Code of Ethics and Conduct, Political Contributions Policy, Human Rights Policy and Charters of the Audit Committee, Management Development and Compensation Committee, Nominating and Corporate Governance Committee and Sustainability and Corporate Responsibility Committee of the Board of Directors. In addition, the SEC makes available at its website (sec.gov), free of charge, reports, proxy statements and other information regarding issuers, such as us, that file electronically with the SEC. Information on our website or the SEC website is not part of this Annual Report on Form 10-K. We intend to satisfy the disclosure requirements under Item 5.05 of Form 8-K and applicable New York Stock Exchange (NYSE) rules regarding amendments to or waivers of our Code of Ethics by posting this information on our website at republicservices.com.

ITEM 1A. RISK FACTORS

Disclosure Regarding Forward-Looking Statements

This Annual Report on Form 10-K contains certain forward-looking information about us that is intended to be covered by the safe harbor for “forward-looking statements” provided by the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements that are not historical facts. Words such as “guidance,” “expect,” “will,” “may,” “anticipate,” “plan,” “estimate,” “project,” “intend,” “should,” “can,” “likely,” “could,” “outlook” and similar expressions are intended to identify forward-looking statements. Among other sections of this Form 10-K, the Risk Factors and Management’s Discussion and Analysis of Financial Condition and Results of Operations include forward-looking statements. These statements include statements about our plans, strategies and prospects. Forward-looking statements are not guarantees of performance. These statements are based upon the current beliefs and expectations of our management and are subject to risk and uncertainties that could cause actual results to differ materially from those expressed in, or implied or projected by, the forward-looking information and statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, such expectations may not prove to be correct. Among the factors that could cause actual results to differ materially from the expectations expressed in the forward-looking statements are:

- general economic and market conditions, including inflation and changes in fuel, interest rates, international trade restrictions, labor, risk, health insurance and other variable costs that generally are not within our control, and our exposure to credit and counterparty risk;
- fluctuations in prices for recycled commodities that we sell to customers;
- whether our estimates and assumptions concerning critical accounting issues are correct or appropriate, including estimates and assumptions concerning selected balance sheet accounts, income tax accounts, final capping, closure, post-closure and remediation costs, available airspace, projected costs and expenses related to our landfills and property and equipment, fair values of acquired assets and liabilities assumed in our acquisitions and labor, fuel rates and economic and inflationary trends;
- competition and demand for services in the environmental services industry;

- price increases to our customers, which may not be adequate to offset the impact of increased costs, including labor, third-party disposal and fuel and may cause us to lose volume;
- our ability to manage growth and execute our growth strategy;
- our compliance with, and future changes in, environmental and flow control regulations and our ability to obtain approvals from regulatory agencies in connection with operating and expanding our landfills and other facilities;
- the impact on us of our substantial indebtedness, including on our ability to obtain financing on acceptable terms to finance our operations and growth strategy and to operate within the limitations imposed by financing arrangements;
- our ability to retain our investment grade ratings for our debt;
- our dependence on key personnel;
- our dependence on large, long-term collection, transfer and disposal contracts;
- the capital intensive nature of our business, which may consume cash in excess of cash flow from operations;
- exposure to liabilities or losses, to the extent not adequately covered by insurance, which could result in substantial expenses;
- risks associated with undisclosed liabilities of acquired businesses;
- risks associated with pending and future legal proceedings, including litigation, audits or investigations brought by or before any governmental body;
- severe weather conditions, including those brought about by climate change, which could impair our financial results by causing increased costs, loss of revenue, reduced operational efficiency or disruptions to our operations;
- compliance with existing and future legal and regulatory requirements, including changes relating to PFAS and other chemicals of emerging concern and limitations or bans on disposal of certain types of wastes or on the transportation of waste, which could limit our ability to conduct or grow our business, increase our costs to operate or require additional capital expenditures;
- our ability to achieve reduction in our greenhouse gas emissions and our other sustainability goals;
- safety and operational risks, including the risk of personal injury to our employees or third parties;
- potential increases in our costs if we are required to provide additional funding to any multiemployer pension plan to which we contribute or if a withdrawal event (including our voluntary withdrawal, which we consider from time to time, or the mass withdrawal of all contributing employers from any underfunded multiemployer pension plan) occurs with respect to any such plan;
- the negative impact on our operations of union organizing campaigns, work stoppages or labor shortages;
- the negative effect that trends toward requiring recycling, waste reduction at the source and prohibiting the disposal of certain types of wastes could have on volumes of waste going to landfills;
- changes by the Financial Accounting Standards Board or other accounting regulatory bodies to generally accepted accounting principles or policies;
- the impact of United States and international tax laws and regulations on our business;
- risks related to interruptions and breaches of our information technology systems that could adversely affect, or temporarily disable, all or a portion of our operations or have a negative effect on our infrastructure;
- the negative impact that a cyber-security incident could have on our business and our relationships with customers and employees; and
- acts of war, riots or terrorism, including the continuing war on terrorism, as well as actions taken or to be taken by the United States or other governments as a result of further acts or threats of terrorism and the impact of these acts on economic, financial and social conditions in the United States.

The risks included here are not exhaustive. Refer to the Risk Factors in this Item 1A for further discussion regarding our exposure to risks. You should be aware that any forward-looking statement in this Annual Report on Form 10-K and the documents incorporated herein by reference or elsewhere, speaks only as of the date on which we make it. Additionally, new risk factors emerge from time to time and it is not possible for us to predict all such risk factors, or to assess the impact such risk factors might have on our business or the extent to which any factor or combination of factors may cause actual results to differ materially from those contained in any forward-looking statements. You should not place undue reliance on any forward-

looking statement. Except to the extent required by applicable law or regulation, we undertake no obligation to update or publish revised forward-looking statements to reflect events or circumstances after the date of this Annual Report on Form 10-K and the documents incorporated by reference, as the case may be, or to reflect the occurrence of unanticipated events.

Risks Related to Our Business and Operations

The environmental services industry is highly competitive and includes competitors that may have greater financial and operational resources, flexibility to reduce prices or other competitive advantages that could make it difficult for us to compete effectively.

We principally compete with large national waste management companies, numerous municipalities and numerous regional and local companies. Competition for collection accounts is typically based on the quality of services, ease of doing business and/or price. Competition for disposal business is primarily based on geographic location, quality of operations and price. One of our competitors may have greater financial and operational resources than we do. Further, many counties and municipalities that operate their own collection and disposal facilities have the benefits of tax revenue and greater opportunities for tax-exempt financing. Our ability to obtain solid waste volume for our landfills also may be limited by the fact that some major collection operations also own or operate landfills to which they send their waste. In certain markets in which we do not own or operate a landfill, our collection operations may have difficulty competing effectively. We are also subject to risks associated with contracts awarded by municipalities and other entities through competitive bidding. For example, we may not be the successful bidder, we may need to lower our price in order to win or retain a contract, and our competitors may have lower financial expectations that permit them to reduce their prices in order to win a contract. If we were to lose market share or if we were to lower prices to address competitive issues, it could negatively impact our consolidated financial condition, results of operations and cash flows.

Increases in the cost of fuel or petrochemicals increase our operating expenses, and we may not be able to recover such cost increases from our customers.

We depend on fuel purchased in the open market to operate our collection and transfer trucks and other equipment used for collection, transfer, disposal and other environmental services. Fuel prices are unpredictable and fluctuate significantly based on events beyond our control, including geopolitical developments, actions by the Organization of the Petroleum Exporting Countries and other oil and gas producers, changes in refinery operations, supply and demand for oil and gas, war, terrorism and unrest in oil-producing countries, adverse weather and regional production patterns. Due to contractual or market factors, we may not be able to offset increased fuel costs resulting from such volatility through fuel recovery fees. Our fuel costs were \$470 million in 2024, or 2.9% of revenue, compared to \$542 million in 2023, or 3.6% of revenue.

At current consumption levels, a twenty-cent per gallon change in the price of diesel fuel changes our fuel costs by approximately \$27 million on an annual basis. Offsetting these changes in fuel expense would be changes in our fuel recovery fee charged to our customers. At current participation rates, we believe a twenty-cent per gallon change in the price of diesel fuel changes our fuel recovery fee by approximately \$38 million. A substantial rise or drop in fuel costs could materially affect our revenue and cost of operations.

Over the last decade, regulations have been adopted mandating changes in the composition of fuels for motor vehicles. The renewable fuel standards that the EPA sets annually affect the type of fuel our motor vehicle fleet uses. It is difficult to predict the quantity of renewable fuel volumes that the EPA will mandate for future years. These regulations are one of many factors that may affect the cost of the fuel we use.

Part of our fleet of vehicles is powered by CNG and we also operate CNG fueling stations. We have invested higher upfront capital costs in order to purchase and support our CNG vehicles and fueling stations in order to reduce our overall fleet operating costs through lower fuel expenses and to create a competitive advantage in communities that focus on protecting the environment. CNG is not yet widely adopted in North America. As the CNG industry develops, new regulations, the availability of alternative fuel technologies, fluctuations in the price or availability of CNG or reductions in tax incentives for the use of CNG vehicles could substantially affect our revenue and costs of operations and reduce the benefits sought by investing in CNG vehicles and fueling stations.

Our operations also require the use of products (such as liners at our landfills) whose costs may vary with the price of petrochemicals. An increase in the price of petrochemicals could increase the cost of those products, which would increase our operating and capital costs. Petrochemical prices, and hence our operating and capital costs, may be further affected by regulatory efforts to reduce greenhouse gases from the industries that produce such petrochemicals. We are also susceptible to increases in fuel recovery fees from our vendors.

Fluctuations in prices for recycled commodities that we sell to customers may adversely affect our consolidated financial condition, results of operations and cash flows.

We purchase or collect and process recyclable materials such as paper, cardboard, plastics, aluminum and other metals for sale to third parties. Our results of operations may be affected by changing prices or market requirements for recyclable materials. The resale and purchase prices of, and market demand for, recyclable materials are volatile due to changes in economic conditions and numerous other factors beyond our control. For instance, in 2017 the Chinese government imposed strict limits on the import of recyclable materials, including by restricting the amount of contaminants allowed in imported recycled paper. These limitations significantly decreased the global demand for recyclable materials and resulted in lower commodity prices. Significant price fluctuations or increased operating costs may affect our consolidated financial condition, results of operations and cash flows. In 2024, approximately 82% of our recycling center volume was fiber-based and included OCC, ONP and other mixed paper.

At current volumes and mix of materials, we believe a \$10 per ton change in the price of recycled commodities change both annual revenue and operating income by approximately \$11 million. Accordingly, a substantial rise or drop in recycled commodity prices could materially affect our revenue and operating income. Although we have entered into hedging agreements to help offset volatility in recycled commodity prices in the past, we do not have any such hedging agreements currently, and we may not enter into these agreements in the future.

Acute and chronic weather events, including those brought about by climate change, may adversely impact our operations and increase the costs of collection, transfer, disposal and other environmental services we provide.

Our operations could be adversely impacted by extreme weather events, changing weather patterns and rising mean temperature and sea levels, some of which we are already experiencing. For example, we have operations in multiple states that are affected by hurricanes and/or wildfires, and we have seen the impact of storms and associated flooding or other damage in our day-to-day operations and to our infrastructure. Changing weather patterns and rising temperatures are expected to result in more severe heat waves, fires, storms and other extreme weather events. Any of these factors could increase the volume of material collected or processed under our existing contracts (without corresponding compensation), impede our employees' and equipment's ability to operate, result in asset impairment, disrupt our supply chain, delay the development of landfill capacity, or reduce the volume of material generated by our customers. In addition, while we have business continuity plans in place for severe weather, natural disasters and other emergencies, these events may result in the temporary suspension of our operations, which can significantly affect our operating results in the affected regions during those periods.

The environmental services industry is a capital-intensive industry and our capital expenditures may exceed current expectations, which could require us to obtain additional funding for our operations or impair our ability to grow our business.

Our ability to remain competitive and to grow our business largely depends on our cash flow from operations and access to capital. If our capital efficiency programs cannot offset the effect of inflation and business growth, it may be necessary to increase the amount we spend. Additionally, if we make acquisitions or further expand our operations, the amount we spend on capital, capping, closure, post-closure, environmental remediation and other items will increase. Our cash needs also will increase if the expenditures for capping, closure, post-closure and remediation activities increase above our current estimates, which may occur over a long period due to changes in federal, state, provincial, or local government requirements and other factors beyond our control. Increases in expenditures would negatively impact our cash flows.

We may be unable to obtain or maintain required permits or to expand existing permitted capacity of our facilities, which could decrease our revenue and increase our costs.

We cannot assure you that we will be able to obtain or maintain the permits required for our operations because permits to operate new landfills, transfer stations and other facilities, or to expand the permitted capacity of existing landfills, increase acceptable volume at transfer stations or otherwise increase the capabilities of our facilities, have become more difficult and expensive to obtain and maintain. Permits often take years to obtain as a result of numerous hearings and compliance requirements with regard to zoning, environmental and other regulations. These permits are also often subject to resistance from citizen or other groups and other political pressures. Local communities and citizen groups, adjacent landowners, governmental agencies and others may oppose the issuance of a permit or approval we may need, allege violations of the permits under which we currently operate or laws or regulations to which we are subject, or seek to impose liability on us for environmental damage. Such actions could also create risks related to our reputation, which may limit our ability to do business. Responding to these challenges has, at times, increased our costs and extended the time associated with establishing new landfills, transfer stations and other facilities and expanding existing facilities. In addition, failure to receive regulatory and zoning approval may prohibit us from establishing new landfills, transfer stations and other facilities, or expanding existing facilities. Our failure to obtain the required permits to operate our landfills, transfer stations and other facilities could have a material adverse effect on our consolidated financial condition, results of operations and cash flows. In addition, we may have to transport and dispose collected waste at facilities operated by our competitors or haul the waste long distances at a higher cost to one of our other facilities, either of which could significantly increase our waste transportation and disposal costs.

If we do not appropriately estimate landfill capping, closure, post-closure and remediation costs, our consolidated financial condition and results of operations may be adversely affected.

A landfill must be closed and capped, and post-closure maintenance commenced, once the landfill's permitted capacity is reached and additional capacity is not authorized. Further, we undertake remediation activities at some of our solid waste facilities. We have significant financial obligations relating to capping, closure, post-closure and remediation costs at our existing owned or operated landfills, and will have material financial obligations with respect to any future owned or operated landfills. We establish accruals for the estimated costs associated with capping, closure, post-closure and remediation obligations. We could underestimate such costs and our financial obligations for capping, closure, post-closure or remediation costs could exceed the amounts accrued or amounts otherwise receivable pursuant to trust funds established for this purpose. Additionally, if a landfill must be closed earlier than expected or its remaining airspace is reduced for any other reason, the accruals for capping, closure, post-closure and remediation could be required to be accelerated. If our capping, closure, post-closure or remediation costs exceed the amounts accrued, or if such accruals are required to be accelerated, this could have a material adverse effect on our consolidated financial condition, results of operations and cash flows.

Alternatives to landfill disposal could reduce our disposal volumes and cause our revenues and operating results to decline.

Most of the states in which we operate landfills require counties and municipalities to formulate comprehensive plans to reduce the volume of solid waste deposited in landfills through waste planning, composting, recycling or other programs. Some state and local governments mandate waste reduction at the source and prohibit the disposal of certain types of wastes, such as yard waste, at landfills. Further, many of our customers voluntarily are diverting waste to alternatives to landfill disposal, such as recycling and composting, while also working to reduce the amount of waste they generate. Many of the largest companies in the United States are setting zero-waste goals in which they strive to send no waste to landfills and some jurisdictions have enacted or are considering waste reduction regulations such as extended producer responsibility, organic diversion and minimum recycled content regulations. Although such actions help to protect our environment and reduce the impact of waste on climate change, they have reduced, and will in the future reduce, the volume of waste going to landfills and may affect the prices that we can charge for landfill disposal. Accordingly, we may not be able to operate our landfills at their current volumes or charge current prices for landfill disposal services due to possible decreases in demand for such services. If we cannot expand our service offerings and grow lines of business to service waste streams that do not go to landfills and to provide services for customers that wish to reduce waste entirely, this could have a negative effect on our consolidated financial condition, results of operations and cash flows. Further, even if we can develop such service offerings and lines of business, disposal alternatives nonetheless could have a negative effect on our consolidated financial condition, results of operations and cash flows.

We could incur charges to income, which could be material, if landfill and transfer station site development projects or expansion projects are not completed, or certain other events occur.

In accordance with the accounting principles generally accepted in the United States of America (U.S. GAAP), we capitalize certain expenditures relating to the development and expansion of landfills, transfer stations and other projects. If a facility or operation is permanently shut down or determined to be impaired, or a development, expansion or other project is not completed or is determined to be impaired, we will charge against earnings any unamortized capitalized expenditures relating to such facility or project that we are unable to recover through sale, transfer or otherwise. We also carry a significant amount of goodwill on our consolidated balance sheets, which we must assess for impairment annually, and more frequently in the case of certain triggering events. We may incur charges against earnings in accordance with this policy, or other events may cause impairments. Such charges could have a material adverse effect on our results of operations.

The business and assets we operate expose us to safety, operational and other risks, including the risk of personal injury to our employees or third parties.

The provision of environmental services, including the operation of our facilities, a substantial fleet of trucks and other waste-related assets, involves risks. These risks include, among others, the risk of truck accidents, equipment defects, malfunctions and failures, improper use of dangerous equipment, the release of hazardous substances, fire and explosion, any of which could result in environmental liability, personal injury, loss of life, business interruption or property damage or destruction. While we carry insurance to cover many contingencies, and seek to minimize our exposure to these risks through maintenance, training and compliance programs, any substantial losses could have a material adverse effect on our business, results of operations and financial condition.

We may be subject to work stoppages and other workforce effects, which could increase our operating costs and disrupt our operations.

As of December 31, 2024, approximately 22% of our workforce was covered by collective bargaining agreements. If our union-represented employees engage in strikes, work stoppages or other slowdowns, we could experience a significant disruption of

our operations and an increase in our operating costs, which could have an adverse effect on our consolidated financial condition, results of operations and cash flows. We have experienced interrupted service when our union-represented employees have engaged in strikes and work stoppages in the past, and we would expect the same to occur as a result of any future strikes or work stoppages. Additional groups of employees may seek union representation in the future which could result in increased operating costs. If a greater percentage of our workforce becomes union-represented, our consolidated financial condition, results of operations and cash flows could be adversely impacted due to the potential for increased operating costs.

We may not be able to achieve reduction of our greenhouse gas emissions and our other sustainability goals.

Climate change and other sustainability matters are embedded in our core value and vision. As part of our strategic long-term plans to address sustainability, among other sustainability goals, we are committed to reducing our absolute Scope 1 and Scope 2 greenhouse gas emissions 35% by 2030 relative to the 2017 baseline year. The execution of our plans and achievement of our goals are subject to risks and uncertainties, including our ability to develop, obtain, license or scale the innovations, technologies and modeling and measurement tools that may be necessary to achieve our plans and the availability, cost and benefits of materials and infrastructure associated with our sustainability projects, such as our CNG vehicles, fleet electrification, recycling, circularity of key materials, landfill gas-to-energy and other renewable energy projects.

In addition, increasing governmental and societal attention to sustainability matters, including expanding mandatory and voluntary reporting, diligence and disclosure on topics such as climate change, waste production, water usage, talent management and risk oversight, could expand the nature, scope and complexity of matters that we are required to control, assess and report. These and other rapidly changing laws, regulations, policies and related interpretations, as well as increased enforcement actions by various governmental and regulatory agencies, create challenges for us. If we are unable to continue to meet these challenges and comply with all laws, regulations, policies and related interpretations, and meet the sustainability values, standards and metrics that we set for ourselves, it could negatively impact our reputation and our business results.

Risks Related to our Legal and Regulatory Environment

We are subject to costly environmental and flow-control regulations and requirements that may affect our operating margins, restrict our operations and subject us to additional liability.

Complying with laws and regulations governing the collection, treatment, storage, transfer and disposal of material, air quality and emissions of greenhouse gases, water quality and the remediation of contamination associated with the release of hazardous substances is costly. Laws and regulations often require us to, among other things, enhance or replace our equipment and to modify landfill operations or initiate final closure of a landfill. We may not be able to implement price increases sufficient to offset the costs of complying with these laws and regulations. In addition, environmental regulatory changes, including those relating to per- and polyfluoroalkyl substances (commonly referred to as PFAS) and other chemicals of emerging concern, could accelerate or increase expenditures for capping, closure, post-closure and environmental and remediation activities at our waste facilities and obligate us to spend sums in addition to those presently accrued for such purposes, which could have a negative effect on our consolidated financial position, results of operations and cash flows. For example, the EPA in 2024 listed two PFAS as hazardous substances under CERCLA, and has indicated it is considering listing additional PFAS as hazardous substances under CERCLA, which could trigger additional obligations or liabilities under CERCLA or other laws and regulations. Further, under certain municipal and other agreements, we are subject to landfill diversion requirements that if not met, subject us to liquidated damages and other costs and expenses, the result of which could adversely affect our business, reputation and operating margins.

Our Group 3 operations and facilities also are subject to Canadian environmental laws and regulations, including federal and provincial regulations governing the management of hazardous waste, as well as various treaties, laws and regulations governing the ownership, operation and maintenance of maritime vessels used in the business. Our Group 3 operations are also subject to federal statutes regulating the treatment, storage and disposal of certain radioactive materials.

Our business is and will continue to be affected by state, county, provincial, or local laws or regulations that restrict the transportation of solid waste across state, county, provincial, or other jurisdictional lines or that direct the flow of waste to a specified facility or facilities. Such laws and regulations could negatively affect our operations, resulting in declines in landfill volumes and increased costs of alternate disposal.

Regulation of greenhouse gas emissions and other governmental regulations could impose costs on our operations, the magnitude of which is difficult to estimate.

Efforts to curtail the emission of greenhouse gases and to ameliorate the effects of climate change continue to progress. Our landfill operations emit anthropogenic methane, identified as a greenhouse gas, and our vehicle fleet emits, among other things,

carbon dioxide, which also is a greenhouse gas. While passage of comprehensive, federal climate change legislation appears unlikely in the near term, we expect any such legislation, if enacted, to impose costs on our operations, which could be material.

Absent comprehensive federal legislation to control greenhouse gas emissions, the EPA has taken certain actions administratively under its existing Clean Air Act authority. The EPA is compelled to issue rules by the United States Supreme Court's April 2007 *Massachusetts v. EPA* ruling that greenhouse gases are pollutants for purposes of the Clean Air Act and the EPA's December 2009 finding that continued emissions of greenhouse gases endanger human health and welfare. With respect to our light- and heavy-duty vehicle fleet, the EPA has issued regulations limiting greenhouse gas emissions and increasing fuel economy standards. The EPA and the NHTSA periodically issue additional regulations covering additional model years of vehicles, typically increasing the stringency of the relevant vehicle standards, and those rules are frequently challenged in court. For further discussion, see Item 1. *Business – Regulation – Federal Regulation – The Clean Air Act*, in this Annual Report on Form 10-K. These standards and further federal efforts to curtail greenhouse gas emissions and to increase the fuel efficiency of light-duty and heavy-duty vehicles could have a material adverse effect on our consolidated financial condition, results of operations and cash flows.

With regard to greenhouse gas emissions from our landfills, on July 14, 2016, the EPA issued amendments to its regulations that require large landfills that commenced construction, reconstruction or modification on or after July 17, 2014 to capture additional landfill gas to reduce emissions of methane and certain non-methane gases, which are recognized as greenhouse gases. In a separate action finalized that same day, the EPA issued updates to its 1996 Emission Guidelines to reduce emissions of landfill gas from existing active landfills. The EPA has taken further steps to implement these regulations. These regulations, or an amended version of them that eventually goes into effect, may require our landfills to deploy more stringent emission controls and monitoring systems, with resulting capital or operating costs. The application of these or other greenhouse gas regulations to our landfills could have a material adverse effect on our landfill operations and on our consolidated financial condition, results of operations and cash flows. We cannot predict what other actions or regulations the current administration may undertake that would affect our industry.

In Canada, the federal Greenhouse Gas Pollution Pricing Act imposes a carbon pricing system for industry in provinces and territories that have not implemented carbon pricing systems of their own or, in the opinion of the federal government, have implemented carbon pricing systems that do not align with the federal benchmark requirements. This federal system imposes a carbon levy to the sale of fuel and sets out an output-based pricing system that applies to industrial emitters that meet certain criteria set out in the statute and its regulations, which creates a price incentive for industrial emitters to reduce greenhouse gas emissions by establishing a regulatory trading system for industry. The carbon levy on fuel is administered by the Canada Revenue Agency and is a carbon tax that applies to the sale of 22 different types of fuel as set out in the statute and its regulations. As of 2024, the Fuel Charge is \$80 per ton of CO₂e and will increase to \$95 per ton on April 1, 2025 and to \$170 per ton by 2030. Additionally, the Canadian federal government proposed draft regulations in June 2024 intended to reduce methane emissions from solid waste landfills, the consultation period for which closed on August 28, 2024. Both direct and indirect costs associated with compliance with this and other greenhouse gas legislation could have a material adverse effect on our consolidated financial condition, results of operations and cash flows, including material increases to our capital or operating costs related to matters such as infrastructure upgrades or increased fuel costs.

We may incur losses from liabilities that are not covered by our insurance. Changes in insurance markets also may impact our financial results.

We may incur liabilities or suffer losses arising from our operations or properties that resulted in harm to the environment, property, employees or the general public. We maintain insurance for these liabilities and losses, including high deductibles for our environmental liability insurance coverage. If we were to incur substantial liability or loss in connection with these contingencies, our insurance coverage may be inadequate to cover such liability or loss. This could have a material adverse effect on our consolidated financial condition, results of operations and cash flows.

Also, due to the variable condition of the insurance market, we have experienced, and may experience in the future, increased insurance retention levels and increased premiums or unavailability of insurance. As we assume more risk for insurance through higher retention levels, we may experience more variability in our insurance reserves and expense.

Despite our efforts, we may incur additional liability under environmental laws in excess of amounts presently known and accrued.

We are a potentially responsible party at many sites under CERCLA, which provides for the remediation of contaminated facilities and imposes strict, joint and several liability for the cost of remediation on current owners and operators of a facility at which there has been a release or a threatened release of a hazardous substance. CERCLA liability also extends to parties who were site owners and operators at the time hazardous substances were disposed and on persons who arrange for the disposal of such substances at the facility (e.g., generators of the waste and transporters who selected the disposal site). Hundreds of substances are defined as hazardous under CERCLA and their presence, even in minute amounts, can result in substantial liability.

Notwithstanding our efforts to comply with applicable environmental laws, we may have additional liability under environmental laws in excess of our current reserves because, among other things, hazardous substances may be present in waste collected by us or disposed of in our landfills (or in waste collected, transported or disposed of in the past by businesses we have acquired), environmental laws or regulations may change, or there may be adverse environmental conditions that develop or were otherwise previously unknown to us. Environmental liabilities in excess of our current reserves could have a material adverse effect on our consolidated financial position, results of operations and cash flows.

Currently pending or future litigation or governmental proceedings could result in material adverse consequences, including judgments or settlements.

We are and will continue to be involved in lawsuits, regulatory inquiries and governmental and other legal proceedings. Many of these matters raise complicated factual and legal issues and are subject to uncertainties. The timing of the final resolutions to lawsuits, regulatory inquiries and governmental and other legal proceedings is uncertain. Further, the possible outcomes or resolutions to these matters could include adverse judgments, fines or settlements, any of which could require substantial payments and adversely affect our consolidated financial condition, results of operations and cash flows.

For example, we incur costs to defend against litigation brought by government agencies and private parties who allege we are in violation of our permits and applicable environmental laws and regulations, or who assert claims alleging nuisance, environmental damage, personal injury or property damage. As a result, we may be required to pay fines or judgments or implement corrective measures, or we may have our permits and licenses modified or revoked. A significant judgment against us or settlement, the loss of a significant permit or license, or the imposition of a significant fine could have a material adverse effect on our consolidated financial condition, results of operations and cash flows. We establish accruals for our estimates of the costs associated with lawsuits, regulatory, governmental and other legal proceedings. We could underestimate such accruals. Such shortfalls could result in significant unanticipated charges to income.

Changes to federal renewable fuel policies could affect our financial performance in that sector as a renewable fuel producer and impact our projected future investments.

We are engaged in 79 landfill gas-to-energy and other renewable energy projects. The production of renewable fuel through certain of these projects is incentivized by the federal Renewable Fuel Standard (RFS) program. Oil refiners and importers are required through the RFS program to blend specified volumes of renewable transportation fuels with gasoline or buy RINs from renewable fuel producers. RIN prices generally respond to administrative actions, decisions and/or regulations from the EPA, including the issuance of an annual renewable volumetric obligation, as well as fluctuations in supply and demand. Changes in the RFS market, the structure of the RFS program or RIN prices and demand may impact the financial performance of the projects developed to capture and treat gas and could impact or alter our projected future investments.

Risks Related to Financial Strategy and Indebtedness

We have substantial indebtedness, which may limit our financial flexibility.

As of December 31, 2024, we had approximately \$13 billion in principal value of debt and finance leases outstanding. This amount of indebtedness and our debt service requirements may limit our financial flexibility to access additional capital and make capital expenditures and other investments in our business, to withstand economic downturns and interest rate increases, to plan for or react to changes in our business and our industry and to comply with the financial and other covenants of our debt instruments. Further, our ability to comply with these financial and other covenants may be affected by changes in economic or business conditions or other events that are beyond our control. If we do not comply with these covenants, we may be required to take actions such as reducing or delaying capital expenditures, reducing or eliminating dividends or stock repurchases, selling assets, restructuring or refinancing all or part of our existing debt, or seeking additional equity capital.

We may be unable to maintain our credit ratings or execute our financial strategy.

Our ability to execute our financial strategy depends in part on our ability to maintain investment grade ratings on our debt. The credit rating process is contingent upon a number of factors, many of which are beyond our control. We may not be able to maintain our investment grade ratings in the future. If we were unable to do so, our interest expense would increase and our ability to obtain financing on favorable terms may be adversely affected.

Our financial strategy also depends on our ability to generate sufficient cash flow to reinvest in our existing business, fund internal growth, acquire other environmental services businesses, pay dividends, repurchase stock and take other actions to enhance shareholder value. We may not succeed in executing our broad-based pricing initiatives, and we may not generate sufficient cash flow to execute our financial strategy, pay cash dividends at our present rate, or increase them, or be able to continue our share repurchase program.

Weakness in the United States economy may expose us to credit risk for amounts due from governmental entities, large national accounts, industrial customers and others.

Weakness in the United States economy can reduce the amount of taxes collected by various governmental entities. We provide services to a number of these entities, including numerous municipalities. These governmental entities may suffer financial difficulties resulting from a decrease in tax revenue and may ultimately be unable or unwilling to pay amounts owed to us. In addition, weakness in the economy may cause other customers, including our large national accounts, or industrial or other environmental services clients, to suffer financial difficulties and ultimately to be unable or unwilling to pay amounts owed to us. This could negatively impact our consolidated financial condition, results of operations and cash flows.

Our consolidated financial statements are based on estimates and assumptions that may differ from actual results. The liabilities we record based on such estimates and assumptions may not be adequate to cover the costs we ultimately will face.

Our consolidated financial statements have been prepared in accordance with U.S. GAAP and necessarily include amounts based on management's estimates. Actual results may differ from these amounts. Significant items requiring management to make subjective or complex judgments that are inherently uncertain include the recoverability of long-lived assets, the depletion and amortization of landfill development costs, accruals for final capping, closure and post-closure costs, valuation allowances for accounts receivable and deferred tax assets, liabilities for potential litigation, claims and assessments and liabilities for environmental remediation, multiemployer pension plans, employee benefit plans, deferred taxes, uncertain tax positions, insurance and our estimates of the fair values of assets acquired and liabilities assumed in any acquisition. The liabilities recorded for items such as these may not be adequate to cover the costs we ultimately will face.

Our obligation to fund multiemployer pension plans to which we contribute, or our withdrawal from such plans, may have an adverse effect on us.

We participate in multiemployer pension plans that generally provide retirement benefits to participants of contributing employers. We do not administer these plans and generally are not represented on the boards of trustees of these plans. The Pension Protection Act enacted in 2006 (the PPA) requires under-funded pension plans to improve their funding ratios. Based on the information available to us, we believe that some of the multiemployer plans to which we contribute are either critical or endangered as those terms are defined in the PPA. We cannot presently determine the amount of additional funding, if any, we may be required to make to these plans. However, plan assessments could have a material adverse effect on our results of operations or cash flows for a given period.

Further, under current law, upon the termination of a multiemployer pension plan, or in the event of a withdrawal by us (which we consider from time to time) or a mass withdrawal of contributing employers (each, a Withdrawal Event), we would be required to make payments to the plan for our proportionate share of the plan's unfunded vested liabilities. We cannot assure you that there will not be a Withdrawal Event with respect to any of the multiemployer pension plans to which we contribute or that, in the event of such a Withdrawal Event, the amounts we would be required to contribute would not have a material adverse effect on our consolidated financial condition, results of operations and cash flows.

For additional discussion and detail regarding multiemployer pension plans see Note 12, *Employee Benefit Plans*, of the notes to our audited consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K.

Risks Related to Our Growth Strategy

We may be unable to manage our growth effectively.

Our growth strategy places significant demands on our financial, operational and management resources. To continue our growth, we may need to add administrative, managerial and other personnel, and may need to make additional investments in operations and systems. We may not be able to find and train qualified personnel, or do so on a timely basis, or to expand or otherwise modify our operations and systems to the extent, and in the time, required.

We may be unable to execute our acquisition growth strategy.

Our ability to execute our growth strategy depends in part on our ability to identify and acquire desirable acquisition candidates and on our ability to successfully integrate acquired operations into our business. The integration of our operations with those of acquired companies may present significant challenges to our management. In addition, competition for acquisition candidates may prevent us from acquiring certain acquisition candidates. Thus, we cannot assure you that:

- desirable acquisition candidates exist or will be identified;
- we will be able to acquire any of the candidates identified;
- we will effectively integrate and manage companies we acquire; or
- any acquisitions will be profitable or accretive to our earnings.

If any of these factors force us to alter our growth strategy, our growth prospects could be adversely affected.

Businesses we acquire may have undisclosed liabilities.

Our due diligence investigations of acquisition candidates may fail to discover certain undisclosed liabilities. If we acquire a company with undisclosed liabilities such as environmental, remediation or contractual liabilities, as a successor owner we may be responsible for such undisclosed liabilities. We try to minimize our exposure to such liabilities by conducting due diligence, by obtaining indemnification from each seller of the acquired companies, by deferring payment of a portion of the purchase price as security for the indemnification, by obtaining representations and warranties insurance and by acquiring only specified assets. However, we may not be able to obtain indemnification, insurance coverage or other security, and such indemnification, insurance coverage or other security obtained may not be enforceable, collectible or sufficient in amount, scope or duration to fully offset any undisclosed liabilities arising from our acquisitions.

Risks Related to Technology and Intellectual Property

Our strategy includes an increasing dependence on technology in our operations. If any of our key technology fails, our business could be adversely affected.

Our operations are increasingly dependent on technology. Our information technology systems are critical to our ability to drive profitable growth through differentiation, continue the implementation of standardized processes and deliver a consistent customer experience. One of our three differentiating capabilities is to enable our customers to do business with us through more channels and with better access to information and, accordingly, we have made substantial investment in our e-commerce platform. Problems with the operation of the information or communication technology systems we use could adversely affect, or temporarily disable, all or a portion of our operations. Inabilities and delays in implementing new systems can also affect our ability to realize projected or expected revenue or cost savings. Further, any systems failures could impede our ability to timely collect and report financial results in accordance with applicable laws.

Emerging technologies, including those that are used to recycle and process waste as an alternative to disposal of waste in landfills, represent risks, as well as opportunities, to our current business model. The costs associated with developing or investing in emerging technologies could require substantial capital and adversely affect our results of operations and cash flows. Delays in the development or implementation of such emerging technologies and difficulties in marketing new products or services based on emerging technologies could have similar negative impacts. Our financial results may suffer if we are not able to develop or license emerging technologies, or if a competitor obtains exclusive rights to an emerging technology that disrupts the current methods used in the environmental services industry.

A cybersecurity incident could negatively impact our business and our relationships with customers.

We use information technology and operational technology assets, including computer and information networks, in substantially all aspects of our business operations. We also use mobile devices, social networking and other online activities to connect with our employees and our customers. Such uses give rise to cybersecurity risks, including security breach, espionage, system disruption, theft and inadvertent release of information. Our business involves the storage and transmission of numerous classes of sensitive and/or confidential information and intellectual property, including customers' personal information, private information about employees and financial and strategic information about us and our business partners. We also rely on a Payment Card Industry compliant third party to protect our customers' credit card information. In connection with our strategy to grow through acquisitions and to pursue new initiatives that improve our operations and cost structure, we are also expanding and improving our information technologies, resulting in a larger technological presence and corresponding exposure to cybersecurity risk. If we fail to assess and identify cybersecurity threats associated with acquisitions and new initiatives, we may become increasingly vulnerable to such threats. Additionally, while we have implemented measures to prevent security breaches and cyber incidents, our preventive measures and incident response efforts may not be entirely effective. Also, the

regulatory environment surrounding information security and privacy is increasingly demanding, with the frequent imposition of new and constantly changing requirements. This changing regulatory landscape may cause increasingly complex compliance challenges, which may increase our compliance costs. Any failure to comply with these changing security and privacy laws and regulations could result in significant penalties, fines, legal challenges and reputational harm. The theft, destruction, loss, misappropriation, or release of sensitive and/or confidential information or intellectual property, or interference with our information technology systems or the technology systems of third parties on which we rely, could result in business disruption, negative publicity, brand damage, violation of privacy laws, loss of customers, potential liability and competitive disadvantage.

Other Risks Relevant to Our Business

Price increases may not be adequate to offset the effect of increased costs and may cause us to lose volume.

We seek to secure price increases necessary to offset increased costs, improve our operating margins and earn an appropriate return on our substantial investments in assets such as our landfills. From time to time, our competitors reduce their prices in an effort to expand their market share. Contractual, general economic or market-specific conditions also may limit our ability to raise prices. For example, many of our contracts have price adjustment provisions that are tied to an index such as the consumer price index. Particularly in a weak or volatile United States economy, our costs may increase in excess of the increase, if any, in the consumer price index. This may continue to be the case even when the United States economy recovers because a recovery in the environmental services industry historically has lagged behind a recovery in the general economy. As a result, we may be unable to offset increases in costs, improve our operating margins and obtain adequate investment returns through price increases. Price increases also might cause us to lose volume to lower-cost competitors.

The loss of key personnel could have a material adverse effect on our consolidated financial condition, results of operations, cash flows and growth prospects.

Our future success depends on the continued contributions of several key employees and officers. The loss of the services of key employees and officers, whether through resignation or other causes, or the inability to attract additional qualified personnel, could have a material adverse effect on our consolidated financial condition, results of operations, cash flows and growth prospects. In some of our markets, we compete with other similar businesses which may drive labor costs or reduce the amount of available qualified personnel.

The introduction of new accounting rules, laws or regulations could adversely impact our reported results of operations.

Complying with new accounting rules, laws or regulations, such as, for example, those related to our asset retirement obligations and environmental liabilities, could adversely impact our results of operations or cause unanticipated fluctuations in our results of operations or financial conditions in future periods.

In September 2024, the U.S. Treasury and the IRS proposed regulations regarding the calculation of the Corporate Alternative Minimum Tax (CAMT). The CAMT was enacted as part of the Inflation Reduction Act of 2022 and generally applies to large corporations with average annual financial statement income exceeding \$1 billion. The proposed regulations include a mathematical formula that would be used to allocate an investor's distributive share of income and loss from partnership investments, including investments in renewable energy projects through tax equity partnerships accounted for using the Hypothetical Liquidation at Book Value method (HLBV). As currently proposed, the application of such mathematical formula to our investments accounted for using HLBV, particularly during the early phases of a renewable energy facility's operation, could result in us incurring substantial taxes under the CAMT. We believe such a result would be both unintended and inconsistent with the underlying policy of the CAMT. In response, we have both submitted comments and testified at an IRS hearing to address our concerns. If our concerns about this mathematical formula are not addressed in a favorable manner and the regulations are adopted as proposed, they could require the payment of significant additional income taxes that could adversely impact our results of operations or cause unanticipated fluctuations in our results of operations or financial conditions in future periods.

Weakened or volatile economic conditions have and may continue to harm our industry, business and results of operations.

Our business is directly affected by changes in local, national, global and general economic factors and overall economic activity that are outside of our control, including changes in governmental monetary policies, international trade restrictions, consumer confidence, slowing economic growth, inflation, pandemics, supply chain issues and interest rates. In recent years, for example, the COVID-19 pandemic, inflation, the Ukraine-Russia conflict, United States-China relations, the Israel-Gaza conflict, monetary policy changes, and the resulting increases in interest rates negatively impacted the economy, disrupted supply chains and created significant volatility and disruption of financial markets. In particular, disruption of the labor market and supply chains related to vehicles, especially trucks and the mechanical and electrical components necessary to service them, negatively impacts our ability to provide services. A weak or volatile economy may result in decreases in volumes, which adversely affects our revenues. In addition, we have certain fixed costs (e.g., facility expense associated with long-term leases,

depreciation expense and accretion expense), which may be difficult to adjust quickly to match declining volume levels. Consumer uncertainty and the loss of consumer confidence may decrease overall economic activity and thereby limit the amount of services we provide. Additionally, a decline in volumes may result in increased competitive pricing pressure and increased customer turnover, resulting in lower revenue and increased operating costs. Operating in an environment of worsening economic conditions could have a material adverse effect on our consolidated financial condition, results of operations and cash flows. Further, recovery in the environmental services industry historically has lagged behind recovery in the general economy. Accordingly, we cannot assure you that an improvement in general economic conditions will result in an immediate, or any, improvement in our consolidated financial condition, results of operations or cash flows.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Cybersecurity Risk Management and Strategy

Republic's technology and cybersecurity programs are crucial to maintaining secure operations, which enable us to deliver on our promise to customers and maintain stakeholder trust. Our Cybersecurity organization, led by our Chief Information Security Officer (CISO), is responsible for establishing, implementing and executing our cybersecurity program and strategy. Our CISO has over 20 years of information technology, information technology audit, and cybersecurity experience, and is involved in assessing the latest developments in cybersecurity, including potential threats and innovative risk management techniques.

Our cybersecurity program is a critical component of our enterprise risk management process overseen by our Board of Directors, and we have integrated cybersecurity-related risks into our overall enterprise risk management framework. Additionally, cybersecurity-related risks are included in the risk universe that the risk management function evaluates to assess top risks to the enterprise on an annual basis.

Our Cybersecurity organization proactively identifies, manages, and mitigates cyber risk in a variety of ways, including but not limited to:

- a. A formal enterprise-wide cybersecurity policy and related standards;
- b. Cybersecurity training and employee phishing simulations;
- c. Scheduled and ad hoc internal and external penetration tests;
- d. Cyber incident response, IT disaster recovery, and business continuity plans;
- e. Cybersecurity assessments and remediation planning as part of our M&A due diligence process;
- f. Identity and access management controls;
- g. Third-party risk assessment and management for vendors and third-party service providers; and
- h. Cyber incident tabletop exercises for our Board of Directors and management.

A primary element of our cybersecurity program is the implementation of controls that are aligned with industry guidelines and applicable regulations to identify threats, deter attacks, and protect our information security assets. We have procedures in place for selecting and managing our relationships with third-party service providers and other business partners, including to monitor compliance with our agreements and regulatory and legal requirements. We also actively engage with industry participants and intelligence and law enforcement communities as part of our continuing efforts to evaluate and enhance the effectiveness of our information security policies and procedures.

Our cybersecurity program is designed based on the concepts of control maturity and control efficacy. For control maturity, our cybersecurity program is aligned to the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF) and is assessed annually by an independent third party against our yearly control maturity targets in the context of current cyber threat and industry trends. The NIST CSF assessment results are used to validate the progress made against the current year maturity targets, inform the program's strategic priorities and establish maturity targets for the following year. These assessment results are provided to our Audit Committee and our Board of Directors on an annual basis.

For control efficacy, the cybersecurity program leverages a variety of metrics and measurements to demonstrate whether the control objectives are being consistently achieved within the target range. Monthly security operation (SecOps) reviews are utilized to monitor metric trends and root causes to determine potential capability improvements. The monthly SecOps reviews and related actions are aggregated into a subset of key metrics reviewed quarterly by the Audit Committee.

Cybersecurity Governance

Our Audit Committee oversees the management of our cybersecurity risk exposures and the steps management has taken to monitor and control such exposures. At each quarterly meeting, the Audit Committee receives an update from our CISO and other members of management on relevant topics, including cybersecurity program maturity progress, new capabilities implemented, penetration testing results, key cyber risk metrics (e.g., simulated phishing testing and vulnerability management) and notable incidents or events should they occur. On an annual basis, our Board of Directors meets with our CISO and our third-party cybersecurity consultant to review our cybersecurity strategy and the results of our NIST CSF assessment. In accordance with our cybersecurity incident response plan, our Board is promptly informed of potentially material cybersecurity incidents, including with respect to our third-party service providers.

Although we have experienced cybersecurity incidents from time to time that have not had a material adverse effect on our business, financial condition, or results of operations, there can be no assurance that a cyber-attack, security breach, or other cybersecurity incident will not have a material adverse effect on us in the future. For a discussion regarding risks from cybersecurity threats that have or are reasonably likely to affect the company, see our risk factors, including the risk factors titled “Our strategy includes an increasing dependence on technology in our operations. If any of our key technology fails, our business could be adversely affected.” and “A cybersecurity incident could negatively impact our business and our relationships with customers.” in Item 1A of this Annual Report on Form 10-K.

ITEM 2. PROPERTIES

Our corporate office is located at 18500 North Allied Way, Phoenix, Arizona 85054, where we currently lease approximately 150,000 square feet of office space.

Our principal property and equipment consists of land, landfills, buildings, vehicles and equipment. We own or lease real property in the United States and Canada where we conduct operations. As of December 31, 2024, we operated across the United States and Canada through 367 collection operations, 248 transfer stations, 75 recycling centers, 208 active landfills, 2 treatment, recovery and disposal facilities, 23 TSDFs, 5 salt water disposal wells, 14 deep injection wells and 1 polymer center. In the aggregate, our active solid waste landfills total 118,938 acres, including 41,158 permitted acres. We are engaged in 79 landfill gas-to-energy and other renewable energy projects and had post-closure responsibility for 125 closed landfills. We believe that our property and equipment are adequate for our current needs.

ITEM 3. LEGAL PROCEEDINGS

General Legal Proceedings

We are subject to extensive and evolving laws and regulations and have implemented safeguards to respond to regulatory requirements. In the normal course of our business, we become involved in legal proceedings. Some may result in fines, penalties or judgments against us, or settlements, which may impact earnings and cash flows for a particular period. Although we cannot predict the ultimate outcome of any legal matter with certainty, we do not believe the outcome of any of our pending legal proceedings will have a material adverse effect on our consolidated financial position, results of operations or cash flows.

As used in the immediately following paragraph, the term *legal proceedings* refers to litigation and similar claims against us and our subsidiaries, excluding: (1) ordinary course accidents, general commercial liability and workers' compensation claims, which are covered by insurance programs, subject to customary deductibles, and which, together with self-insured employee health care costs, are discussed in Note 7, *Other Liabilities*, to our audited consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K; and (2) environmental remediation liabilities, which totaled \$447 million at December 31, 2024 and which are discussed in Note 8, *Landfill and Environmental Costs*, to our audited consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K.

We accrue for legal proceedings when losses become probable and reasonably estimable. We have recorded an aggregate accrual of approximately \$13 million relating to our outstanding legal proceedings as of December 31, 2024. As of the end of each applicable reporting period, we review each of our legal proceedings and, where it is probable that a liability has been incurred, we accrue for all probable and reasonably estimable losses. Where we are able to reasonably estimate a range of losses we may incur with respect to a matter, we record an accrual for the amount within the range that constitutes our best estimate. If we are able to reasonably estimate a range but no amount within the range appears to be a better estimate than any other, we use the amount that is the low end of such range. If we had used the high ends of such ranges, our aggregate potential liability would be approximately \$6 million higher than the amount recorded as of December 31, 2024.

Legal Proceedings over Certain Environmental Matters Involving Governmental Authorities with Possible Sanctions of \$1,000,000 or More

Item 103 of the SEC's Regulation S-K requires disclosure of certain environmental matters when a governmental authority is a party to the proceedings and the proceedings involve potential monetary sanctions unless we reasonably believe the monetary sanctions will not equal or exceed a threshold which we determine is reasonably designed to result in disclosure of any such proceeding that is material to our business or financial condition. We have determined such disclosure threshold to be \$1,000,000. We have no matters to disclose in accordance with that requirement.

ITEM 4. MINE SAFETY DISCLOSURES

None.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information, Holders and Dividends

The principal market for our common stock is the New York Stock Exchange, and it is traded under the symbol RSG.

There were 460 holders of record of our common stock at February 6, 2025, which does not include beneficial owners for whom Cede & Co. or others act as nominees.

In January 2025, our Board of Directors declared a regular quarterly dividend of \$0.580 per share for shareholders of record on January 2, 2025. We expect to continue to pay quarterly cash dividends, and we may consider increasing our dividends if we believe it will enhance shareholder value.

We have the ability under our credit facilities to pay dividends and repurchase our common stock if we are in compliance with the financial covenants in our credit facilities. As of December 31, 2024, we were in compliance with those financial covenants.

Issuer Purchases of Equity Securities

The following table provides information relating to our purchases of shares of our common stock during the three months ended December 31, 2024:

	Total Number of Shares Purchased (a)	Average Price Paid per Share (a) (d)	Total Number of Shares Purchased as Part of Publicly Announced Program (b)	Dollar Value of Shares that May Yet Be Purchased Under the Program (c) (d)
October 1 – 31	213,887	\$ 199.63	213,887	\$ 2,636,641,614
November 1 – 30	175,021	\$ 199.14	175,021	\$ 2,601,787,584
December 1 – 31	400,000	\$ 203.41	400,000	\$ 2,520,421,874
	<u>788,908</u>		<u>788,908</u>	

- (a) In October 2023, our Board of Directors approved a \$3 billion share repurchase authorization effective starting January 1, 2024 and extending through December 31, 2026. Share repurchases under the program may be made through open market purchases or privately negotiated transactions in accordance with applicable federal securities laws. While the Board of Directors has approved the program, the timing of any purchases, the prices and the number of shares of common stock to be purchased will be determined by our management, at its discretion, and will depend upon market conditions and other factors. The share repurchase program may be extended, suspended or discontinued at any time. As of December 31, 2024, there were less than 1 million repurchased shares pending settlement.
- (b) The total number of shares purchased as part of the publicly announced program were all purchased pursuant to the October 2023 authorization.
- (c) Shares that may be purchased under the program exclude shares of common stock that may be surrendered to satisfy statutory minimum tax withholding obligations in connection with the vesting of restricted stock units and performance stock units issued to employees.
- (d) Excludes a 1% excise tax imposed by the Inflation Reduction Act.

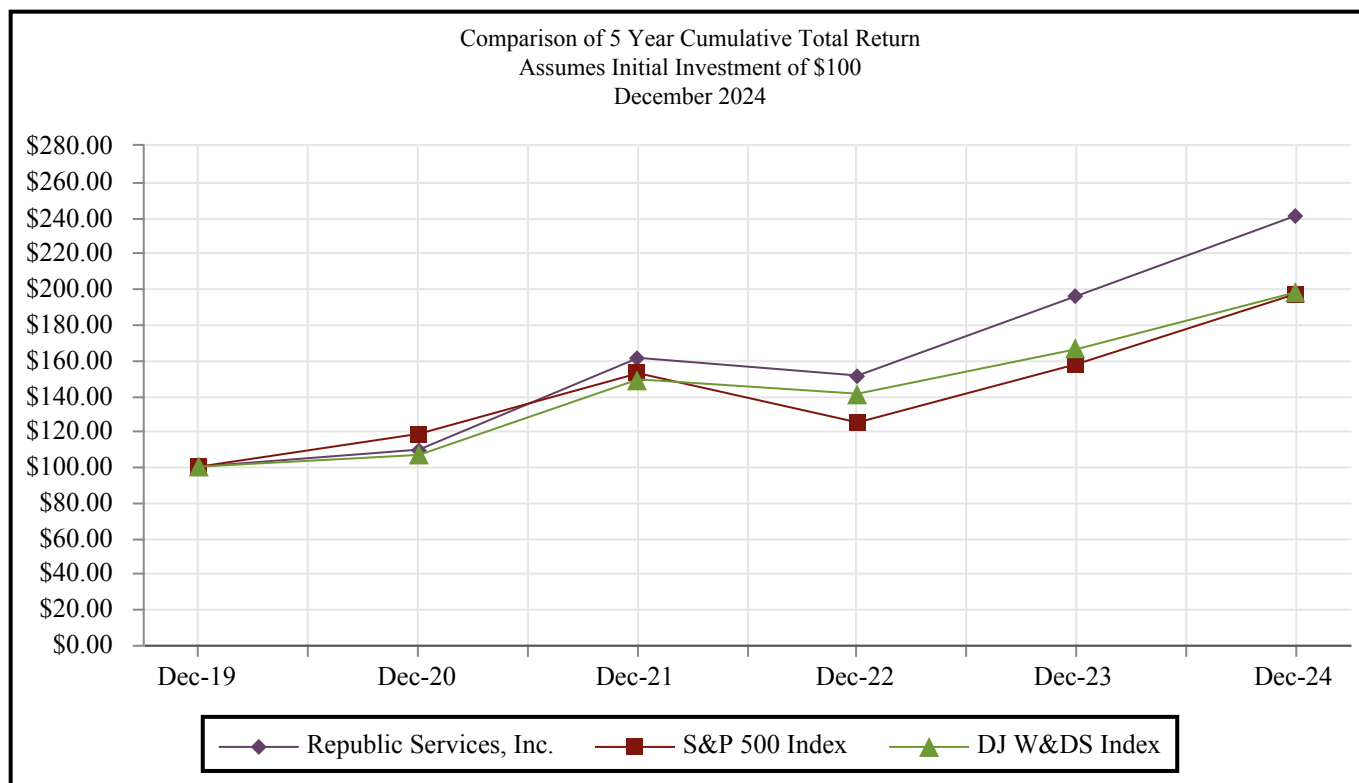
Recent Sales of Unregistered Securities

There were no sales of unregistered securities during the three months ended December 31, 2024.

Performance Graph

The following graph compares the performance of our common stock to the Standard & Poor's 500 Stock Index (S&P 500 Index) and the Dow Jones Waste & Disposal Services Index (DJ W&DS Index). The graph covers the period from December 31, 2019 to December 31, 2024 and assumes that the value of the investment in our common stock and in each index was \$100 as of December 31, 2019 and that all dividends were reinvested.

The following performance graph and related information shall not be deemed "soliciting material" or to be "filed" with the SEC, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, each as amended, except to the extent that we specifically incorporate it by reference into such filing.



	Indexed Returns for the Years Ended December 31,					
	2019	2020	2021	2022	2023	2024
Republic Services, Inc.	\$ 100	\$ 110	\$ 161	\$ 151	\$ 196	\$ 241
S&P 500 Index	\$ 100	\$ 118	\$ 152	\$ 125	\$ 158	\$ 197
DJ W&DS Index	\$ 100	\$ 107	\$ 149	\$ 141	\$ 166	\$ 198

Note: Prepared by Zacks Investment Research, Inc. Used with permission. All rights reserved. Copyright 1980-2024.

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Index data: Copyright Dow Jones, Inc. Used with permission. All rights reserved.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion in conjunction with our audited consolidated financial statements and the notes thereto included in Part II, Item 8 of this Annual Report on Form 10-K. This discussion may contain forward-looking statements that anticipate results that are subject to uncertainty. We discuss in more detail various factors that could cause actual results to differ from expectations in Part I, Item 1A, Risk Factors in this Annual Report on Form 10-K.

For further discussion regarding our results of operations for the year ended December 31, 2023 as compared to the year ended December 31, 2022, refer to Part II, Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations*, in our Annual Report on [Form 10-K for the fiscal year ended December 31, 2023](#).

Recent Developments

2025 Financial Guidance

In 2025, we will focus on pricing in excess of cost inflation, driving profitable volume growth, investing in sustainability to improve the environment and drive growth, investing in value-creating acquisitions and advancing technology to improve productivity and increase customer retention. Specific guidance follows:

Revenue

We expect revenue to be in the range of \$16.850 billion to \$16.950 billion. We expect growth from average yield on total revenue to be approximately 4% and related revenue to be approximately 5%. We expect the impact from volume on total revenue to be in a range of (0.25%) to 0.25%.

Adjusted Diluted Earnings per Share

The following is a summary of anticipated adjusted diluted earnings per share for the year ending December 31, 2025 compared to the actual adjusted diluted earnings per share for the year ended December 31, 2024. Adjusted diluted earnings per share is not a measure determined in accordance with U.S. GAAP:

	(Anticipated) Year Ending December 31, 2025	(Actual) Year Ended December 31, 2024
Diluted earnings per share	6.79 - 6.87	\$ 6.49
Restructuring charges	0.03	0.07
Gain on business divestitures and impairments, net	—	(0.07)
Adjustment to withdrawal liability for multiemployer pension funds	—	(0.02)
Loss on extinguishment of debt and other related costs	—	(0.01)
Adjusted diluted earnings per share	6.82 - 6.90	\$ 6.46

We believe that the presentation of adjusted diluted earnings per share provides an understanding of operational activities before the financial effect of certain items. We use this measure, and believe investors will find it helpful, in understanding the ongoing performance of our operations separate from items that have a disproportionate effect on our results for a particular period. We have incurred comparable charges and costs in prior periods, and similar types of adjustments can reasonably be expected to be recorded in future periods. Our definition of adjusted diluted earnings per share may not be comparable to similarly titled measures presented by other companies.

The guidance set forth above constitutes forward-looking information and is not a guarantee of future performance. The guidance is based upon the current beliefs and expectations of our management and is subject to significant risk and uncertainties that could cause actual results to differ materially from those shown above. See Item 1A. *Risk Factors - Disclosure Regarding Forward-Looking Statements*.

Overview

Republic is one of the largest providers of environmental services in the United States, as measured by revenue. As of December 31, 2024, we operated across the United States and Canada through 367 collection operations, 248 transfer stations, 75 recycling centers, 208 active landfills, 2 treatment, recovery and disposal facilities, 23 treatment, storage and disposal facilities (TSDF), 5 salt water disposal wells, 14 deep injection wells and 1 polymer center. We are engaged in 79 landfill gas-to-energy and other renewable energy projects and had post-closure responsibility for 125 closed landfills.

Revenue for the year ended December 31, 2024 increased by 7.1% to \$16,032 million compared to \$14,965 million in 2023. This change in revenue is due to increased average yield of 5.1%, acquisitions, net of divestitures of 2.6%, recycling processing

and commodity sales of 0.5%, change in workdays of 0.3% and environmental solutions revenue of 0.1%, partially offset by decreased volume of 1.1% and fuel recovery fees of 0.4%.

The following table summarizes our revenue, costs and expenses for the years ended December 31, 2024 and 2023 (in millions of dollars and as a percentage of revenue):

	2024		2023	
Revenue	\$ 16,032	100.0 %	\$ 14,965	100.0 %
Expenses:				
Cost of operations	9,350	58.3	8,943	59.8
Depreciation, amortization and depletion of property and equipment	1,517	9.5	1,368	9.1
Amortization of other intangible assets	79	0.5	66	0.4
Amortization of other assets	81	0.5	67	0.5
Accretion	107	0.7	98	0.7
Selling, general and administrative	1,674	10.4	1,609	10.8
Adjustment to withdrawal liability for multiemployer pension funds	—	—	5	—
Gain on business divestitures and impairments, net	(1)	—	(4)	—
Restructuring charges	29	0.2	33	0.2
Operating income	<u>\$ 3,196</u>	<u>19.9 %</u>	<u>\$ 2,780</u>	<u>18.5 %</u>

Our pre-tax income was \$2,432 million for the year ended December 31, 2024, compared to \$2,191 million in 2023. Our net income attributable to Republic Services, Inc. was \$2,043 million, or \$6.49 per diluted share, for 2024, compared to \$1,731 million, or \$5.47 per diluted share, for 2023.

During 2024 and 2023, we recorded a number of charges, other expenses and benefits that impacted our pre-tax income, tax impact, net income attributable to Republic Services, Inc. (net income – Republic) and diluted earnings per share as noted in the following table (in millions, except per share data). Additionally, see our *Results of Operations* section of this *Management's Discussion and Analysis of Financial Condition and Results of Operations* for a discussion of other items that impacted our earnings during the years ended December 31, 2024 and 2023. For comparative purposes, prior year amounts have been reclassified to conform to current year presentation.

	Year Ended December 31, 2024				Year Ended December 31, 2023			
	Pre-tax Income	Tax Impact ⁽¹⁾	Net Income - Republic	Diluted Earnings per Share	Pre-tax Income	Tax Impact ⁽¹⁾	Net Income - Republic	Diluted Earnings per Share
As reported	\$ 2,432	\$ 389	\$ 2,043	\$ 6.49	\$ 2,191	\$ 460	\$ 1,731	\$ 5.47
Restructuring charges	29	8	21	0.07	33	8	25	0.08
Gain on extinguishment of debt and other related costs, net	(6)	(2)	(4)	(0.01)	—	—	—	—
Gain on certain divestitures and impairments, net	(30)	(8)	(22)	(0.07)	(4)	5	(9)	(0.03)
Settlements and withdrawals on pension plans	(8)	(2)	(6)	(0.02)	5	2	3	0.01
US Ecology, Inc. acquisition integration and deal costs	—	—	—	—	34	9	25	0.08
Total adjustments	(15)	(4)	(11)	(0.03)	68	24	44	0.14
As adjusted	<u>\$ 2,417</u>	<u>\$ 385</u>	<u>\$ 2,032</u>	<u>\$ 6.46</u>	<u>\$ 2,259</u>	<u>\$ 484</u>	<u>\$ 1,775</u>	<u>\$ 5.61</u>

(1) The income tax effect related to our adjustments includes both current and deferred income tax impact and is individually calculated based on the statutory rates applicable to each adjustment.

We believe that presenting adjusted pre-tax income, adjusted tax impact, adjusted net income – Republic, and adjusted diluted earnings per share, which are not measures determined in accordance with U.S. GAAP, provide an understanding of operational activities before the financial impact of certain items. We use these measures, and believe investors will find them helpful, in understanding the ongoing performance of our operations separate from items that have a disproportionate impact on our results for a particular period. We have incurred comparable charges and costs in prior periods, and similar types of adjustments can reasonably be expected to be recorded in future periods. Our definitions of adjusted pre-tax income, adjusted tax impact,

adjusted net income – Republic, and adjusted diluted earnings per share may not be comparable to similarly titled measures presented by other companies. Further information on each of these adjustments is included below.

Restructuring charges. In 2024 and 2023, we incurred restructuring charges of \$29 million and \$33 million, respectively. The 2024 charges primarily related to the redesign of our asset management, and customer and order management software systems. Of the 2023 charges, \$9 million related to the early termination of certain leases and \$24 million related to the redesign of our asset management, and customer and order management software systems. We paid \$25 million and \$39 million during 2024 and 2023, respectively, related to these restructuring efforts.

In 2025, we expect to incur restructuring charges of approximately \$15 million, primarily related to the design and implementation of a new accounts receivable system. Substantially all of these restructuring charges will be recorded in our corporate entities and other segment.

Gain on extinguishment of debt and other related costs, net. During 2024, we recognized a loss of \$2 million due to the amendment and restatement of the Credit Facility. Additionally, we recorded a net gain of \$8 million attributable to the early settlement of certain cash flow hedges related to the Term Loan Facility. The gain was recognized as a reduction of interest expense. During 2023, we incurred a loss on the early extinguishment of debt related to the early repayment of a portion of our Term Loan Facility. We incurred non-cash charges related to the proportional share of unamortized deferred issuance costs of less than \$1 million.

Gain on certain divestitures and impairments, net. During 2024, we recorded a net gain on certain divestitures and impairments of \$30 million, of which \$29 million was due to a gain on the sale of a transfer station facility and \$1 million related to a gain on business divestitures and impairments. During 2023, we recorded a net gain of \$4 million related to business divestitures and impairments.

Settlements and withdrawals on pension plans. During 2024, we recognized a settlement of our defined benefit pension plan. The settlement included a combination of lump-sum payments to participants who elected to receive them and the transfer of benefit obligations to a third-party insurance company under a group annuity contract. As a result of the settlements, we recognized a non-cash gain of \$8 million related to the accelerated recognition of the proportional share of unamortized net actuarial gains in accumulated other comprehensive loss. During 2023, we recorded a charge to earnings of \$5 million for a withdrawal event at multiemployer pension funds to which we contribute.

US Ecology, Inc. acquisition integration and deal costs. In 2023, we incurred acquisition integration and deal costs of \$34 million in connection with the acquisition of US Ecology, which included certain costs to integrate the business. The acquisition closed on May 2, 2022, and our integration of the business was substantially complete as of December 31, 2023.

Results of Operations

Revenue

We generate revenue by providing environmental services to our customers, including the collection and processing of recyclable materials, the collection, treatment, consolidation, transfer and disposal of hazardous and non-hazardous waste and other environmental solutions. Our residential, small-container and large-container collection operations in some markets are based on long-term contracts with municipalities. Certain of our municipal contracts have annual price escalation clauses that are tied to changes in an underlying base index such as a consumer price index. We generally provide small-container and large-container collection services to customers under contracts with terms up to three years. Our transfer stations and landfills generate revenue from disposal or tipping fees charged to third parties. Our recycling centers generate revenue from tipping fees charged to third parties and the sale of recycled commodities. Our revenue from environmental solutions primarily consists of (1) fees we charge for the collection, treatment, transfer and disposal of hazardous and non-hazardous waste, (2) field and industrial services, (3) equipment rental, (4) emergency response and standby services, (5) in-plant services, such as transportation and logistics, including at our TSDFs and (6) in-plant services such as high-pressure cleaning, tank cleaning, decontamination, remediation, transportation, spill cleanup and emergency response at refineries, chemical, steel and automotive plants and other governmental, commercial and industrial facilities. Other non-core revenue consists primarily of revenue from National Accounts, which represents the portion of revenue generated from nationwide or regional contracts in markets outside our operating areas where the associated material handling is subcontracted to local operators. Consequently, substantially all of this revenue is offset with related subcontract costs, which are recorded in cost of operations.

The following table reflects our revenue by service line for the years ended December 31, 2024 and 2023 (in millions of dollars and as a percentage of revenue):

	2024		2023	
Collection:				
Residential	\$ 2,939	18.3 %	\$ 2,823	18.9 %
Small-container	4,820	30.1	4,439	29.7
Large-container	3,024	18.9	2,922	19.5
Other	72	0.4	69	0.4
Total collection	10,855	67.7	10,253	68.5
Transfer	1,780		1,699	
Less: intercompany	(975)		(933)	
Transfer, net	805	5.0	766	5.1
Landfill	2,981		2,885	
Less: intercompany	(1,240)		(1,206)	
Landfill, net	1,741	10.9	1,679	11.2
Environmental solutions	1,907		1,701	
Less: intercompany	(64)		(76)	
Environmental solutions, net	1,843	11.5	1,625	10.9
Other:				
Recycling processing and commodity sales	409	2.5	312	2.1
Other non-core	379	2.4	330	2.2
Total other	788	4.9	642	4.3
Total revenue	\$ 16,032	100.0 %	\$ 14,965	100.0 %

The following table reflects changes in components of our revenue, as a percentage of total revenue, for the years ended December 31, 2024 and 2023:

	2024	2023
Average yield	5.1 %	6.1 %
Fuel recovery fees	(0.4)	(0.2)
Total price	4.7	5.9
Volume	(1.1)	0.5
Change in workdays	0.3	—
Recycling processing and commodity sales	0.5	(0.5)
Environmental solutions	0.1	0.1
Total internal growth	4.5	6.0
Acquisitions / divestitures, net	2.6	4.8
Total	7.1 %	10.8 %
Core price	6.5 %	7.4 %

Average yield is defined as revenue growth from the change in average price per unit of service, expressed as a percentage. Core price is defined as price increases to our customers and fees, excluding fuel recovery, net of price decreases to retain customers. We also measure changes in average yield and core price as a percentage of related-business revenue, defined as total revenue excluding recycled commodities, fuel recovery fees and environmental solutions revenue to determine the effectiveness of our pricing strategies.

The following table reflects average yield, core price and volume as a percentage of related-business revenue for the years ended December 31, 2024 and 2023:

	Years Ended December 31,	
	2024	2023
	As a % of Related Business	
Average yield	6.2 %	7.3 %
Core price	7.8 %	8.9 %
Volume	(1.3)%	0.7 %

During 2024, we experienced the following changes in our revenue as compared to 2023:

- Average yield increased revenue by 5.1% due to positive pricing changes in all lines of business.
- The fuel recovery fee program, which mitigates our exposure to increases in fuel prices, decreased revenue by 0.4%, primarily due to a decrease in fuel prices compared to 2023.
- Volume decreased revenue by 1.1% during 2024 as compared to 2023 primarily driven by a decrease in volume in our large container collection line of business, primarily driven by a slowing in construction-related activity. Additionally, we experienced declines in our residential, small-container and transfer lines of business primarily attributable to certain municipal contract losses and broker-related business.
- Revenue increased by 0.3% due to the impact of the number of workdays during 2024 as compared to 2023, which drove an increase in volume across all lines of business.
- Recycling processing and commodity sales increased revenue by 0.5% primarily due to an increase in overall commodity prices as compared to 2023. The average price for recycled commodities, excluding glass and organics, for 2024 was \$164 per ton compared to \$117 per ton for 2023.

Changing market demand for recycled commodities causes volatility in commodity prices. At current volumes and mix of materials, we believe a \$10 per ton change in the price of recycled commodities will change both annual revenue and operating income by approximately \$11 million.

- During 2024, environmental solutions revenue increased by 0.1% primarily due to an increase in event-based volumes and price increases relative to the same period in 2023.
- Acquisitions, net of divestitures, increased revenue by 2.6%, reflecting the results of our continued growth strategy of acquiring environmental services companies that complement and expand our existing business platform.

Cost of Operations

Cost of operations includes labor and related benefits, which consists of salaries and wages, health and welfare benefits, incentive compensation and payroll taxes. It also includes transfer and disposal costs representing tipping fees paid to third party disposal facilities and transfer stations; maintenance and repairs relating to our vehicles, equipment and containers, including related labor and benefit costs; transportation and subcontractor costs, which include costs for independent haulers that transport our waste to disposal facilities and costs for local operators that provide waste handling services associated with our National Accounts in markets outside our standard operating areas; fuel, which includes the direct cost of fuel used by our vehicles, net of fuel tax credits; disposal fees and taxes, consisting of landfill taxes, host community fees and royalties; landfill operating costs, which includes financial assurance, leachate disposal, remediation charges and other landfill maintenance costs; risk management costs, which include insurance premiums and claims; and other, which includes expenses such as facility operating costs, equipment rent and gains or losses on the sale of assets used in our operations.

The following table summarizes the major components of our cost of operations for the years ended December 31, 2024 and 2023 (in millions of dollars and as a percentage of revenue):

	2024		2023	
Labor and related benefits	\$ 3,213	20.0 %	\$ 2,994	20.0 %
Transfer and disposal costs	1,101	6.9	1,055	7.1
Maintenance and repairs	1,468	9.2	1,388	9.3
Transportation and subcontract costs	1,212	7.6	1,171	7.8
Fuel	470	2.9	542	3.6
Disposal fees and taxes	351	2.2	348	2.3
Landfill operating costs	367	2.3	335	2.2
Risk management	401	2.4	385	2.6
Other	796	5.5	725	4.9
Subtotal	9,379	59.0	8,943	59.8
Gain on certain divestitures and impairments, net	(29)	(0.7)	—	—
Total cost of operations	\$ 9,350	58.3 %	\$ 8,943	59.8 %

These cost categories may change from time to time and may not be comparable to similarly titled categories presented by other companies. As such, you should take care when comparing our cost of operations by component to that of other companies and of ours for prior periods.

Our cost of operations increased in aggregate dollars for the year ended December 31, 2024 compared to the same period in 2023 as a result of the following:

- Labor and related benefits increased in aggregate dollars due to higher hourly and salaried wages as a result of annual merit increases. Acquisition-related growth also contributed to the increase in labor and related benefits.
- Transfer and disposal costs increased in aggregate dollars primarily due to acquisition-related growth and higher disposal rates.

During 2024 approximately 67% of the total solid waste volume we collected was disposed at landfill sites that we own or operate (internalization), as compared to 68% in 2023.

- Maintenance and repairs expense increased in aggregate dollars due to higher hourly wages as a result of annual merit increases, parts inflation and an increase in third-party maintenance. Acquisition-related growth also contributed to the increase in maintenance and repairs expense.
- Transportation and subcontract costs increased in aggregate dollars due to an increase in transportation rates. Acquisition-related growth also contributed to the increase in transportation and subcontract costs.
- Our fuel costs decreased due to a decrease in the average diesel fuel cost per gallon. The national average diesel fuel cost per gallon for 2024 was \$3.76 compared to \$4.21 for 2023.

At current consumption levels, we believe a twenty-cent per gallon change in the price of diesel fuel would change our fuel costs by approximately \$27 million per year. Offsetting these changes in fuel expense would be changes in our fuel recovery fee charged to our customers. At current participation rates, we believe a twenty-cent per gallon change in the price of diesel fuel would change our fuel recovery fee by approximately \$38 million per year.

- Disposal fees and taxes increased in aggregate dollars in 2024 primarily due to increased royalties and host fees from an increase in volume at certain landfills as compared to 2023.
- Landfill operating costs increased during 2024 primarily due to increased leachate transportation and maintenance on our gas extraction systems due in part to increased rainfall in select geographic regions, as well as an increase in remediation adjustments recorded during 2024.
- Risk management expenses increased in aggregate dollars primarily due to higher premium costs as well as unfavorable claims development in our auto liability program, partially offset by favorable claims development in our general and worker's compensation liability programs.
- Other costs of operations increased in aggregate dollars during 2024 due to increased occupancy and facility related expenses as well as acquisition-related activity. These increases were partially offset by a favorable non-recurring insurance recovery related to a prior year claim.

Depreciation, Amortization and Depletion of Property and Equipment

The following table summarizes depreciation, amortization and depletion of property and equipment for the years ended December 31, 2024 and 2023 (in millions of dollars and as a percentage of revenue):

	2024		2023	
Depreciation and amortization of property and equipment	\$ 1,003	6.3 %	\$ 897	6.0 %
Landfill depletion and amortization	514	3.2	471	3.1
Depreciation, amortization and depletion expense	<u>\$ 1,517</u>	<u>9.5 %</u>	<u>\$ 1,368</u>	<u>9.1 %</u>

Depreciation and amortization of property and equipment increased primarily due to assets added through acquisitions.

Landfill depletion and amortization expense increased in aggregate dollars due to an increase in our overall average depletion rate.

Amortization of Other Intangible Assets

Amortization of other intangible assets primarily relates to customer relationships and, to a lesser extent, non-compete agreements. Expenses for amortization of other intangible assets were \$79 million, or 0.5% of revenue, for the year ended December 31, 2024, compared to \$66 million, or 0.4% of revenue, for 2023. Amortization expense increased due to additional assets acquired as a result of our business acquisitions.

Amortization of Other Assets

Our other assets primarily relate to the prepayment of fees and capitalized implementation costs associated with cloud-based hosting arrangements. Expenses for amortization of other assets were \$81 million, or 0.5% of revenue, for the year ended December 31, 2024, compared to \$67 million, or 0.5% of revenue, for 2023.

Accretion Expense

Accretion expense was \$107 million, or 0.7% of revenue, and \$98 million, or 0.7% of revenue, for the years ended December 31, 2024 and 2023, respectively.

Selling, General and Administrative Expenses

Selling, general and administrative expenses include salaries, health and welfare benefits and incentive compensation for corporate and field general management, field support functions, sales force, accounting and finance, legal, management information systems and clerical and administrative departments. Other expenses include rent and office costs, fees for professional services provided by third parties, legal settlements, marketing, investor and community relations services, directors' and officers' insurance, general employee relocation, travel, entertainment and bank charges. Restructuring charges are excluded from selling, general and administrative expenses and are discussed separately.

The following table summarizes our selling, general and administrative expenses for the years ended December 31, 2024 and 2023 (in millions of dollars and as a percentage of revenue):

	2024		2023	
Salaries and related benefits	\$ 1,129	7.0 %	\$ 1,050	7.0 %
Provision for doubtful accounts	27	0.2	53	0.4
Other	518	3.2	472	3.1
Subtotal	1,674	10.4	1,575	10.5
US Ecology, Inc. acquisition integration and deal costs	—	—	34	0.2
Total selling, general and administrative expenses	<u>\$ 1,674</u>	<u>10.4 %</u>	<u>\$ 1,609</u>	<u>10.7 %</u>

These cost categories may change from time to time and may not be comparable to similarly titled categories used by other companies. As such, you should take care when comparing our selling, general and administrative expenses by cost component to those of other companies and of ours for prior periods.

The most significant items affecting our selling, general and administrative expenses during 2024 as compared to 2023 are summarized below:

- Salaries and related benefits increased in aggregate dollars primarily due to higher wages and benefits resulting from annual merit increases as well as higher management incentive expense as a result of outperforming our annual incentive metrics. Acquisition-related growth also contributed to the growth in salaries and related benefits.

- Provision for doubtful accounts decreased primarily due to improvements in our cash collections and days sales outstanding as well as favorable adjustments to reserves established in a prior year. As of December 31, 2024, our days sales outstanding were 40.9, or 30.0 days net of deferred revenue, compared to 42.0, or 30.9 days net of deferred revenue, as of December 31, 2023.
- Other selling, general and administrative expenses increased for the year ended December 31, 2024, largely due to an increase in meeting and travel costs, consulting costs and acquisition-related growth, partially offset by a favorable legal settlement.
- During the year ended December 31, 2023 we incurred \$34 million of acquisition integration and deal costs with the acquisition of US Ecology, primarily related to the integration of certain software systems as well as rebranding of the business. Our integration of the business was substantially complete as of December 31, 2023.

Gain on Business Divestitures and Impairments, Net

We strive to have a leading market position in each of the markets we serve, or have a clear path on how we will achieve a leading market position over time. Where we cannot establish a leading market position, or where operations are not generating acceptable returns, we may decide to divest certain assets and reallocate resources to other markets. Business divestitures could result in gains, losses or impairment charges that may be material to our results of operations in a given period.

During the years ended December 31, 2024 and 2023, we recorded a net gain on business divestitures and impairments of \$1 million and \$4 million, respectively.

Restructuring Charges

For a discussion of restructuring charges incurred during the years ended December 31, 2024 and 2023 see *Overview of this Management's Discussion and Analysis of Financial Condition and Results of Operations*.

Interest Expense

The following table provides the components of interest expense, including accretion of debt discounts and accretion of discounts primarily associated with environmental and risk insurance liabilities assumed in acquisitions for the years ended December 31, 2024 and 2023 (in millions of dollars):

	2024	2023
Interest expense on debt	\$ 479	\$ 430
Non-cash interest	71	86
Less: capitalized interest	(11)	(8)
Total interest expense	<u>\$ 539</u>	<u>\$ 508</u>

Total interest expense for 2024 increased compared to 2023 primarily due to higher interest rates on our fixed rate debt. The increase attributable to our fixed rate debt is primarily due to the issuance of senior notes in 2024 with coupons ranging from 5.000% to 5.200%, the proceeds of which were used to repay outstanding senior notes with a coupon of 2.500%. This increase was partially offset by a gain of \$8 million recognized in 2024 attributable to the early settlement of certain cash flow hedges related to the Term Loan Facility. The gain was recognized as a reduction of non-cash interest expense.

Cash paid for interest, excluding net swap settlements for our fixed-to-floating and floating-to-fixed interest rate swaps, was \$487 million and \$423 million for the years ended December 31, 2024 and 2023, respectively.

As of December 31, 2024, we had \$2,160 million of floating rate debt including floating rate swap contracts. If interest rates increased or decreased by 100 basis points on our variable rate debt, annualized interest expense and net cash payments for interest would increase or decrease by approximately \$22 million.

Loss on Extinguishment of Debt

During the year ended December 31, 2024, we recognized a loss of \$2 million due to the amendment and restatement of the Credit Facility. During the year ended December 31, 2023, we incurred a loss on the early extinguishment of debt due to the early repayment of a portion of our Term Loan Facility. We incurred non-cash charges related to the proportional share of unamortized deferred issuance costs of less than \$1 million.

Adjustment to Withdrawal Liability for Multiemployer Pension Funds

During 2023, we recorded a \$5 million charge related to the withdrawal from a certain multiemployer pension plan. As we obtain updated information regarding multiemployer pension funds, the factors used in deriving our estimated withdrawal liabilities will be subject to change, which may adversely impact our reserves for withdrawal costs.

Income Taxes

Our provision for income taxes was \$388 million and \$460 million for 2024 and 2023, respectively. Our effective tax rate, exclusive of non-controlling interests, for the years ended December 31, 2024 and 2023 was 16% and 21%, respectively. Net cash paid for income taxes was approximately \$313 million and \$343 million for the years ended December 31, 2024 and 2023, respectively.

During 2024, we acquired non-controlling interests in limited liability companies established to own renewable energy assets that qualified for investment tax credits under Section 48 of the Internal Revenue Code. We account for these investments using the equity method of accounting and recognize our share of income or loss and other reductions in the value of our investment in loss from unconsolidated equity method investments within our consolidated statements of income. For further discussion regarding our equity method accounting, see Note 3, *Business Acquisitions, Investments and Restructuring Charges*. Our 2024 tax provision reflects a benefit of \$222 million due to the tax credits related to these investments.

We also made qualified investments in renewable natural gas and commercial electric vehicles during 2024 which, due to tax credits, reduced our tax provision by approximately \$18 million.

Our 2023 tax provision was reduced by \$87 million related to the tax credits from our non-controlling interests in limited liability companies established to own renewable energy assets.

In addition, during 2023 we resolved IRS examinations for our tax years 2014 - 2018 that, in the aggregate, reduced our tax provision by approximately \$21 million.

We have deferred tax assets related to state net operating loss carryforwards with an estimated tax effect of \$50 million available as of December 31, 2024. These state net operating loss carryforwards expire at various times between 2025 and 2044. We believe that it is more likely than not that the benefit from some of our state net operating loss carryforwards will not be realized due to limitations on these loss carryforwards in certain states. In recognition of this risk, as of December 31, 2024, we have provided a valuation allowance of \$45 million.

For additional discussion and detail regarding our income taxes, see Note 11, *Income Taxes*, of the notes to our audited consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K.

Reportable Segments

Our senior management evaluates, oversees and manages the financial performance of our operations through three field groups, referred to as Group 1, Group 2 and Group 3. Group 1 is our recycling and waste business operating primarily in geographic areas located in the western United States. Group 2 is our recycling and waste business operating primarily in geographic areas located in the southeastern and mid-western United States, the eastern seaboard of the United States, and Canada. Group 3 is our environmental solutions business operating primarily in geographic areas located across the United States and Canada. These groups are presented below as our reportable segments, which each provide integrated environmental services, including but not limited to collection, transfer, recycling and disposal.

Corporate entities and other include marketing, operations support, business development, legal, tax, treasury, information technology, risk management, human resources and other administrative functions. National Accounts revenue included in Corporate entities and other represents the portion of revenue generated from nationwide and regional contracts in markets outside our operating areas where the associated material handling is subcontracted to local operators. Consequently, substantially all of this revenue is offset with related subcontract costs, which are recorded in cost of operations. Revenue and overhead costs of Corporate entities and other are either specifically assigned or allocated on a rational and consistent basis among our reportable segments to calculate adjusted EBITDA by reportable segment.

Adjusted EBITDA is the single financial measure our chief operating decision maker (CODM) uses to evaluate operating segment profitability and determine resource allocations. Cost of operations and selling, general and administrative are significant segment expenses used in the evaluation. Summarized financial information regarding our reportable segments for the years ended December 31, 2024 and 2023 (in millions of dollars) follows. For totals as well as further detail regarding our reportable segments and the adjustments used to calculate adjusted EBITDA for each segment, see Note 15, *Segment Reporting*, of the notes to our audited consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K.

	Group 1	Group 2	Recycling & Waste Subtotal ⁽¹⁾	Group 3 (Environmental Solutions)	Corporate entities and other	Total
2024						
Gross Revenue	\$ 8,332	\$ 7,891	\$ 16,223	\$ 1,864	\$ 331	\$ 18,418
Intercompany Revenue	(1,235)	(1,037)	(2,272)	(49)	(65)	(2,386)
Revenue Allocations	123	115	238	28	(266)	—
Net Revenue	\$ 7,220	\$ 6,969	\$ 14,189	\$ 1,843	\$ —	\$ 16,032
Cost of Operations	4,129	4,079	8,208	1,142	—	9,350
SG&A	738	671	1,409	265	—	1,674
Other Segment Items	—	29	29	—	—	29
Adjusted EBITDA	\$ 2,353	\$ 2,190	\$ 4,543	\$ 436	\$ —	\$ 4,979
Capital Expenditures	\$ 874	\$ 574	\$ 1,448	\$ 136	\$ 271	\$ 1,855
Total Assets	\$ 14,250	\$ 11,046	\$ 25,296	\$ 4,459	\$ 2,647	\$ 32,402
	Group 1	Group 2	Recycling & Waste Subtotal(1)	Group 3 (Environmental Solutions)	Corporate entities and other	Total
2023						
Gross Revenue	\$ 7,769	\$ 7,566	\$ 15,335	\$ 1,701	\$ 243	\$ 17,279
Intercompany Revenue	(1,171)	(1,011)	(2,182)	(56)	(76)	(2,314)
Revenue Allocations	96	91	187	(20)	(167)	—
Net Revenue	\$ 6,694	\$ 6,646	\$ 13,340	\$ 1,625	\$ —	\$ 14,965
Cost of Operations	3,878	4,033	7,911	1,032	—	8,943
SG&A	681	649	1,330	279	—	1,609
Other Segment Items	—	—	—	(34)	—	(34)
Adjusted EBITDA	\$ 2,135	\$ 1,964	\$ 4,099	\$ 348	\$ —	\$ 4,447
Capital Expenditures	\$ 707	\$ 542	\$ 1,249	\$ 145	\$ 237	\$ 1,631
Total Assets	\$ 13,665	\$ 10,988	\$ 24,653	\$ 4,471	\$ 2,286	\$ 31,410

(1) The Recycling & Waste Subtotal represents the combined results of our Group 1 and Group 2 reportable segments.

Significant changes in the revenue and Adjusted EBITDA of our reportable segments for 2024 compared to 2023 are discussed below.

Group 1

Adjusted EBITDA in Group 1 increased from \$2,135 million for the year ended December 31, 2023 to \$2,353 million for the year ended December 31, 2024.

The most significant items impacting adjusted EBITDA in Group 1 during the year ended December 31, 2024 compared to the year ended December 31, 2023 include:

- Net revenue for the year ended December 31, 2024 increased 7.9% from 2023 due to an increase in average yield in all lines of business partially offset by volume declines in our large container collection and landfill lines of business.
- Cost of operations increased due to an increase in labor and third party maintenance costs due to inflationary pressures. The unfavorable impact was partially offset by decreases in fuel costs due to a decrease in average fuel cost per gallon.
- Total assets increased primarily due to additions in property and equipment.

Group 2

Adjusted EBITDA in Group 2 increased from \$1,964 million for the year ended December 31, 2023 to \$2,190 million for the

year ended December 31, 2024.

The most significant items impacting adjusted EBITDA in Group 2 during the year ended December 31, 2024 compared to the year ended December 31, 2023 include:

- Net revenue for the year ended December 31, 2024 increased 4.9% from 2023 due to an increase in average yield in all lines of business and increased volume in our landfill line of business. These increases were partially offset by decreased volume in our collection and transfer lines of business.
- Cost of operations increased due to an increase in labor and maintenance costs due to inflationary pressures. The unfavorable impact was partially offset by decreases in fuel costs due to a decrease in average fuel cost per gallon.

Group 3

Adjusted EBITDA in Group 3 increased from \$348 million for the year ended December 31, 2023 to \$436 million for the year ended December 31, 2024.

The most significant items impacting adjusted EBITDA in Group 3 during the year ended December 31, 2024 compared to the year ended December 31, 2023 include:

- Net revenue for the year ended December 31, 2024 increased due to acquisition-related growth, favorable pricing, and an increase in event-based volumes.
- Cost of operations increased primarily due to an increase in labor costs and the impact of acquisitions.

Landfill and Environmental Matters

Our landfill costs include daily operating expenses, costs of capital for cell development, costs for final capping, closure and post-closure and the legal and administrative costs of ongoing environmental compliance. Daily operating expenses include leachate treatment, transportation and disposal costs, methane gas and groundwater monitoring and system maintenance costs, interim cap maintenance costs and costs associated with applying daily cover materials. We expense all indirect landfill development costs as they are incurred. We use life cycle accounting and the units-of-consumption method to recognize certain direct landfill costs related to landfill development. In life cycle accounting, certain direct costs are capitalized and charged to depletion expense based on the consumption of cubic yards of available airspace. These costs include all costs to acquire and construct a site, including excavation, natural and synthetic liners, construction of leachate collection systems, installation of methane gas collection and monitoring systems, installation of groundwater monitoring wells and other costs associated with acquiring and developing the site. Obligations associated with final capping, closure and post-closure are capitalized and amortized on a units-of-consumption basis as airspace is consumed.

Cost and airspace estimates are developed at least annually by engineers. Our operating and accounting personnel use these estimates to adjust the rates we use to expense capitalized costs. Changes in these estimates primarily relate to changes in cost estimates, available airspace, inflation and applicable regulations. Changes in available airspace include changes in engineering estimates, changes in design and changes due to the addition of airspace lying in expansion areas that we believe have a probable likelihood of being permitted. Changes in engineering estimates typically include modifications to the available disposal capacity of a landfill based on a refinement of the capacity calculations resulting from updated information.

Available Airspace

As of December 31, 2024, we owned or operated 208 active landfills with total available disposal capacity estimated to be 5 billion in-place cubic yards. For these landfills, the following table reflects changes in capacity and remaining capacity, as measured in cubic yards of airspace as of December 31, 2024.

	Balance as of December 31, 2023	New Expansions Undertaken	Landfills Acquired, Net of Divestitures	Permits Granted / New Sites, Net of Closures	Airspace Consumed	Changes in Engineering Estimates	Balance as of December 31, 2024
Cubic yards (in millions):							
Permitted airspace	4,821	—	—	7	(87)	4	4,745
Probable expansion airspace	283	4	—	(5)	—	—	282
Total cubic yards (in millions)	5,104	4	—	2	(87)	4	5,027
Number of sites:							
Permitted airspace	207	—	1	—			208
Probable expansion airspace	14	1	—	(1)			14

The following table reflects changes in capacity and remaining capacity for these landfills, as measured in cubic yards of airspace, as of December 31, 2023.

	Balance as of December 31, 2022	New Expansions Undertaken	Landfills Acquired, Net of Divestitures	Permits Granted / New Sites, Net of Closures	Airspace Consumed	Changes in Engineering Estimates	Balance as of December 31, 2023
Cubic yards (in millions):							
Permitted airspace	4,817	—	40	47	(86)	3	4,821
Probable expansion airspace	198	124	—	(39)	—	—	283
Total cubic yards (in millions)	5,015	124	40	8	(86)	3	5,104
Number of sites:							
Permitted airspace	206	—	3	(2)			207
Probable expansion airspace	13	3	—	(2)			14

Total available disposal capacity represents the sum of estimated permitted airspace plus an estimate of probable expansion airspace. Engineers develop these estimates at least annually using information provided by annual aerial surveys. Before airspace included in an expansion area is determined to be probable expansion airspace and, therefore, included in our calculation of total available disposal capacity, it must meet all of our expansion criteria. See Note 2, *Summary of Significant Accounting Policies*, and Note 8, *Landfill and Environmental Costs*, of the notes to our audited consolidated financial statements in Item 8 of this Annual Report on Form 10-K for further information. Also see our *Critical Accounting Judgments and Estimates* section of this Management's Discussion and Analysis of Financial Condition and Results of Operations.

As of December 31, 2024, 14 of our landfills met all of our criteria for including their probable expansion airspace in their total available disposal capacity. At projected annual volumes, these 14 landfills have an estimated remaining average site life of 49 years, including probable expansion airspace. The average estimated remaining life of all of our landfills is 56 years. We have other expansion opportunities that are not included in our total available airspace because they do not meet all of our criteria for treatment as probable expansion airspace.

The following table reflects the estimated operating lives of our active landfill sites based on available and probable disposal capacity using current annual volumes as of December 31, 2024:

	Number of Sites without Probable Expansion Airspace	Number of Sites with Probable Expansion Airspace	Total Sites	Percent of Total
0 to 5 years	23	—	23	11 %
6 to 10 years	21	1	22	11
11 to 20 years	34	4	38	18
21 to 40 years	49	5	54	26
41+ years	67	4	71	34
Total	194	14	208	100 %

Final Capping, Closure and Post-Closure Costs

As of December 31, 2024, accrued final capping, closure and post-closure costs were \$2,144 million, of which \$96 million were current and \$2,048 million were long-term as reflected in our consolidated balance sheets in accrued landfill and environmental costs included in Part II, Item 8 of this Annual Report on Form 10-K.

Remediation and Other Charges for Landfill Matters

It is reasonably possible that we will need to adjust our accrued landfill and environmental liabilities to reflect the effects of new or additional information, to the extent that such information impacts the costs, timing or duration of the required actions. Future changes in our estimates of the costs, timing or duration of the required actions could have a material adverse effect on our consolidated financial position, results of operations and cash flows.

For a description of our significant remediation matters, see Note 8, *Landfill and Environmental Costs*, of the notes to our audited consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K.

Investment in Landfills

As of December 31, 2024, we expect to spend an estimated additional \$12 billion on existing landfills, primarily related to cell construction and environmental structures, over their remaining lives. Our total expected investment, excluding non-depletable land, estimated to be \$17 billion, or \$3.36 per cubic yard, is used in determining our depletion and amortization expense based on airspace consumed using the units-of-consumption method.

The following table reflects our future expected investment as of December 31, 2024 (in millions):

	Balance as of December 31, 2024	Expected Future Investment	Total Expected Investment
Non-depletable landfill land	\$ 195	\$ —	\$ 195
Landfill development costs	10,518	11,988	22,506
Construction-in-progress – landfill	437	—	437
Accumulated depletion and amortization	(6,031)	—	(6,031)
Net investment in landfill land and development costs	<u>\$ 5,119</u>	<u>\$ 11,988</u>	<u>\$ 17,107</u>

The following table reflects our net investment in our landfills, excluding non-depletable land, and our depletion, amortization and accretion expense for the years ended December 31, 2024 and 2023:

	2024	2023
Number of landfills owned or operated	208	207
Net investment, excluding non-depletable land (in millions)	\$ 4,924	\$ 4,745
Total estimated available disposal capacity (in millions of cubic yards)	5,027	5,104
Net investment per cubic yard	\$ 0.98	\$ 0.93
Landfill depletion and amortization expense (in millions)	\$ 514	\$ 471
Accretion expense (in millions)	107	98
	621	569
Airspace consumed (in millions of cubic yards)	87	86
Depletion, amortization and accretion expense per cubic yard of airspace consumed	\$ 7.14	\$ 6.62

During 2024 and 2023, our average compaction rate was approximately 2,000 pounds per cubic yard based primarily on a three-year historical moving average.

Property and Equipment

The following tables reflect the activity in our property and equipment accounts for the year ended December 31, 2024 (in millions of dollars):

Gross Property and Equipment								
	Balance as of December 31, 2023	Capital Additions	Retirements	Acquisitions, Net of Divestitures	Non-Cash Additions for Asset Retirement Obligations	Adjustments for Asset Retirement Obligations	Impairments, Transfers and Other Adjustments	Balance as of December 31, 2024
Land	\$ 878	\$ 5	\$ (3)	\$ 18	\$ —	\$ —	\$ (1)	\$ 897
Landfill development costs	9,911	5	—	6	61	90	445	10,518
Vehicles and equipment	10,232	848	(357)	4	—	—	271	10,998
Buildings and improvements	1,922	44	(5)	18	—	—	140	2,119
Construction-in-progress - landfill	350	494	—	—	—	—	(407)	437
Construction-in-progress - other	554	498	1	—	—	—	(478)	575
Total	\$ 23,847	\$ 1,894	\$ (364)	\$ 46	\$ 61	\$ 90	\$ (30)	\$ 25,544

Accumulated Depreciation, Amortization and Depletion								
	Balance as of December 31, 2023	Additions Charged to Expense	Retirements	Acquisitions, Net of Divestitures	Adjustments for Asset Retirement Obligations	Impairments, Transfers and Other Adjustments		Balance as of December 31, 2024
Landfill development costs	\$ (5,516)	\$ (501)	\$ —	\$ —	\$ (13)	\$ (1)		\$ (6,031)
Vehicles and equipment	(6,148)	(897)	345	1	—	7		(6,692)
Buildings and improvements	(832)	(111)	3	—	—	(4)		(944)
Total	\$ (12,496)	\$ (1,509)	\$ 348	\$ 1	\$ (13)	\$ 2		\$ (13,667)

The following tables reflect the activity in our property and equipment accounts for the year ended December 31, 2023 (in millions of dollars):

	Gross Property and Equipment							Balance as of December 31, 2023
	Balance as of December 31, 2022	Capital Additions	Retirements	Acquisitions, Net of Divestitures	Non-Cash Additions for Asset Retirement Obligations	Adjustments for Asset Retirement Obligations	Impairments, Transfers and Other Adjustments	
Land	\$ 780	\$ 4	\$ (2)	\$ 95	\$ —	\$ —	\$ 1	\$ 878
Landfill development costs	9,574	9	(14)	(137)	61	40	378	9,911
Vehicles and equipment	9,465	749	(348)	161	—	—	205	10,232
Buildings and improvements	1,705	78	(14)	63	—	—	90	1,922
Construction-in-progress - landfill	358	440	—	(39)	—	—	(409)	350
Construction-in-progress - other	359	456	—	28	—	—	(289)	554
Total	\$ 22,241	\$ 1,736	\$ (378)	\$ 171	\$ 61	\$ 40	\$ (24)	\$ 23,847

	Accumulated Depreciation, Amortization and Depletion						
	Balance as of December 31, 2022	Additions Charged to Expense	Retirements	Acquisitions, Net of Divestitures	Adjustments for Asset Retirement Obligations	Impairments, Transfers and Other Adjustments	Balance as of December 31, 2023
Landfill development costs	\$ (5,059)	\$ (466)	\$ 14	\$ —	\$ (6)	\$ 1	\$ (5,516)
Vehicles and equipment	(5,680)	(812)	336	6	—	2	(6,148)
Buildings and improvements	(758)	(89)	7	—	—	8	(832)
Total	\$ (11,497)	\$ (1,367)	\$ 357	\$ 6	\$ (6)	\$ 11	\$ (12,496)

Liquidity and Capital Resources

Cash and Cash Equivalents

The following is a summary of our cash and cash equivalents and restricted cash and marketable securities balances as of December 31:

	2024	2023
Cash and cash equivalents	\$ 74	\$ 140
Restricted cash and marketable securities	208	164
Less: restricted marketable securities	(79)	(76)
Cash, cash equivalents, restricted cash and restricted cash equivalents	<u>\$ 203</u>	<u>\$ 228</u>

Our restricted cash and marketable securities include amounts pledged to regulatory agencies and governmental entities as financial guarantees of our performance under certain collection, landfill and transfer station contracts and permits, and relating to our final capping, closure and post-closure obligations at our landfills as well as restricted cash and marketable securities related to our insurance obligations.

The following table summarizes our restricted cash and marketable securities as of December 31:

	2024	2023
Capping, closure and post-closure obligations	\$ 59	\$ 43
Insurance	149	121
Total restricted cash and marketable securities	<u>\$ 208</u>	<u>\$ 164</u>

Material Cash Requirements and Intended Uses of Cash

We expect existing cash, cash equivalents, restricted cash and marketable securities, cash flows from operations and financing activities to continue to be sufficient to fund our operating activities and cash commitments for investing and financing activities for at least the next 12 months and thereafter for the foreseeable future. Our known current- and long-term uses of cash include, among other possible demands: (1) capital expenditures and leases, (2) acquisitions, (3) dividend payments, (4)

payments to service debt and other long-term obligations, (5) payments for asset retirement obligations and environmental liabilities and (6) share repurchases.

Capital Expenditures and Leases

We make investments in property and equipment primarily to allow for growth of our service offerings. These investments are largely concentrated in vehicles and equipment and costs to construct our landfills. We expect to receive between \$1.86 billion to \$1.90 billion of property and equipment, net of proceeds from the sale of property and equipment, in 2025.

We lease property and equipment in the ordinary course of business under various lease agreements. The most significant lease obligations are for real property and equipment specific to our industry, including property operated as a landfill or transfer station and operating equipment. As of December 31, 2024, the amount of total future lease payments under operating and finance leases was \$269 million and \$445 million, respectively. For additional detail regarding our lease obligations, see Note 10, *Leases*, of the notes to our audited consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K.

Acquisitions

Our acquisition growth strategy focuses primarily on acquiring privately held recycling and waste companies and environmental solutions businesses that complement our existing business platform. We continue to invest in value-enhancing acquisitions in existing markets.

We expect to invest approximately \$1 billion in acquisitions in 2025.

Dividend Payments

In October 2024 our Board of Directors approved a quarterly dividend of \$0.580 per share. Aggregate cash dividends declared were \$699 million for the year ended December 31, 2024. As of December 31, 2024, we recorded a quarterly dividend payable of \$181 million to shareholders of record at the close of business on January 2, 2025, which was paid on January 15, 2025.

Debt and other long-term obligations

Debt repayments may include purchases of our outstanding indebtedness in the secondary market or otherwise. We believe that our excess cash, cash from operating activities and our availability to draw on our credit facilities provide us with sufficient financial resources to meet our anticipated capital requirements and maturing obligations as they come due.

We may choose to voluntarily retire certain portions of our outstanding debt before their maturity dates using cash from operations or additional borrowings. We may also explore opportunities in the capital markets to fund redemptions should market conditions be favorable. Early extinguishment of debt will result in an impairment charge in the period in which the debt is repaid. The loss on early extinguishment of debt relates to premiums paid to effectuate the repurchase and the relative portion of unamortized note discounts and debt issue costs.

In May 2022, we entered into a commercial paper program for the issuance and sale of unsecured commercial paper in an aggregate principal amount not to exceed \$500 million outstanding at any one time (the Commercial Paper Cap). In August 2022, the Commercial Paper Cap was increased to \$1.0 billion, and in October 2023, was subsequently increased to \$1.5 billion. The weighted average interest rate for borrowings outstanding as of December 31, 2024 was 4.646% with a weighted average maturity of approximately 18 days. In the event of a failed re-borrowing, we currently have availability under our Credit Facility (as defined below) to fund the amounts borrowed under the commercial paper program until they are re-borrowed successfully. Accordingly, we have classified these borrowings as long-term in our consolidated balance sheet as of December 31, 2024.

As of December 31, 2024, the total principal value of our debt was \$12.8 billion, of which \$862 million is due in 2025.

We have several agreements that require us to dispose of a minimum number of tons at third-party disposal facilities. Under these put-or-pay agreements, we must pay for agreed-upon minimum volumes regardless of the actual number of tons placed at the facilities.

Our unconditional purchase commitments have varying expiration dates, with some extending through the remaining life of the respective landfill. Future minimum payments under unconditional purchase commitments consist primarily of (1) disposal related agreements, which include fixed or minimum royalty payments, host agreements and take-or-pay and put-or-pay agreements and (2) other obligations including committed capital expenditures and consulting service agreements. As of December 31, 2024, such purchase commitments, which do not qualify for recognition on our Consolidated Balance Sheets, amount to \$907 million, of which \$202 million was short-term.

For additional detail regarding our debt and known contractual and other obligations, see Note 9, *Debt*, and Note 19, *Commitments and Contingencies*, of the notes to our audited consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K.

Asset Retirement Obligations and Environmental Liabilities

We have future obligations for final capping, closure and post-closure costs with respect to the landfills we own or operate as set forth in applicable landfill permits. As of December 31, 2024, our future obligations for final capping, closure and post-closure costs totaled \$2.1 billion, of which \$96 million was short-term.

Additionally, we are subject to an array of laws and regulations relating to the protection of the environment, and we remediate sites in the ordinary course of our business. Our environmental remediation liabilities primarily include costs associated with remediating groundwater, surface water and soil contamination, as well as controlling and containing methane gas migration and the related legal costs. As of December 31, 2024, our environmental liabilities totaled \$447 million, of which \$63 million was short-term.

For additional detail regarding our asset retirement obligations and environmental liabilities, see Note 8, *Landfill and Environmental Costs*, of the notes to our audited consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K.

Share Repurchases

In October 2020, our Board of Directors approved a \$2 billion share repurchase authorization effective starting January 1, 2021 and extending through December 31, 2023. In October 2023, our Board of Directors approved a \$3 billion share repurchase authorization effective starting January 1, 2024 and extending through December 31, 2026. Share repurchases under the current program may be made through open market purchases or privately negotiated transactions in accordance with applicable federal securities laws. While the Board of Directors has approved the program, the timing of any purchases, the prices and the number of shares of common stock to be purchased will be determined by our management, at its discretion, and will depend upon market conditions and other factors. The share repurchase program may be extended, suspended or discontinued at any time. As of December 31, 2024, the remaining authorized purchase capacity under our October 2023 repurchase program was \$2.5 billion.

Summary of Cash Flow Activity

The major components of changes in cash flows for 2024 and 2023 are discussed in the following paragraphs. The following table summarizes our cash flow from operating activities, investing activities and financing activities for the years ended December 31, 2024 and 2023 (in millions of dollars):

	2024	2023
Net cash provided by operating activities	\$ 3,936	\$ 3,618
Net cash used in investing activities	\$ (2,561)	\$ (3,667)
Net cash (used in) provided by financing activities	\$ (1,398)	\$ 62

Cash Flows Provided by Operating Activities

The most significant items affecting the comparison of our operating cash flows for 2024 and 2023 are summarized below.

Changes in assets and liabilities, net of effects from business acquisitions and divestitures, decreased our cash flow from operations by \$378 million in 2024, compared to a decrease of \$91 million during the same period in 2023, primarily as a result of the following:

- Our accounts receivable, exclusive of the change in allowance for doubtful accounts and customer credits, increased \$76 million during 2024, due to the timing of billings net of collections, compared to a \$71 million increase in the same period in 2023. As of December 31, 2024, our days sales outstanding were 40.9, or 30.0 days net of deferred revenue, compared to 42.0, or 30.9 days net of deferred revenue, as of December 31, 2023.
- Our prepaid expenses and other assets increased \$171 million in 2024 compared to a \$30 million increase in 2023. The increase in prepaid expenses and other assets during 2024 is primarily driven by an increase in capitalized implementation costs for our cloud-based hosting arrangements and higher insurance premium costs.
- Our accounts payable decreased \$27 million during 2024 compared to an \$83 million increase during 2023, due to the timing of payments.
- Cash paid for capping, closure and post-closure obligations was \$56 million during 2024 compared to \$61 million for 2023. The decrease in cash paid for capping, closure and post-closure obligations is primarily due to the timing of capping and post-closure payments at certain of our landfill sites.
- Cash paid for remediation obligations was \$7 million higher during 2024 compared to 2023.

In addition, cash paid for interest was \$487 million and \$423 million, excluding net swap settlements for our fixed to floating interest rate swaps, for 2024 and 2023, respectively. Cash paid for income taxes was \$313 million and \$343 million for 2024 and 2023, respectively.

We use cash flows from operations to fund capital expenditures, acquisitions, dividend payments, debt repayments and share repurchases.

Cash Flows Used in Investing Activities

The most significant items affecting the comparison of our cash flows used in investing activities for 2024 and 2023 are summarized below:

- Capital expenditures during 2024 were \$1,855 million as compared to \$1,631 million for 2023.
- Proceeds from sales of property and equipment during 2024 were \$47 million as compared to \$29 million for 2023.
- During 2024 and 2023, we used \$753 million and \$2,065 million, respectively, for acquisitions and investments, net of cash acquired. During 2024 and 2023, we received \$2 million and \$6 million from business divestitures, respectively.

We intend to finance capital expenditures and acquisitions through cash on hand, restricted cash held for capital expenditures, cash flows from operations, our revolving credit facilities and tax-exempt bonds and other financings. We expect to primarily use cash and borrowings under our revolving credit facilities to pay for future acquisitions.

Cash Flows (Used in) Provided by Financing Activities

The most significant items affecting the comparison of our cash flows used in financing activities for 2024 and 2023 are summarized below:

- During 2024, we issued \$900 million of senior notes for cash proceeds, net of discounts and fees, of \$889 million. During 2023, we issued \$2,200 million of senior notes for cash proceeds, net of discounts and fees, of \$2,172 million. Net payments of notes payable and long-term debt were \$1,089 million during 2024, compared to net payments of \$1,190 million in 2023. For a more detailed discussion, see the *Financial Condition* section of this Management's Discussion and Analysis of Financial Condition and Results of Operations.
- During 2024, we repurchased 2.5 million shares of our stock for \$480 million. During 2023, we repurchased 1.8 million shares of our stock for \$262 million.
- In July 2024, our Board of Directors approved an increase in our quarterly dividend to \$0.580 per share. Dividends paid were \$687 million and \$638 million in 2024 and 2023, respectively.
- During 2024 and 2023, cash paid for purchase price holdback releases and contingent purchase price related to acquisitions was \$15 million and \$19 million, respectively.

Financial Condition

Debt Obligations

As of December 31, 2024, we had \$862 million of principal debt maturing within the next 12 months, which includes certain finance lease obligations. All of our tax-exempt financings are remarketed either quarterly or semiannually by remarketing agents to effectively maintain a variable yield, with the exception of three tax-exempt financings with initial remarketing periods of 10 years. The holders of the bonds can put them back to the remarketing agents at the end of each interest period. If the remarketing agent is unable to remarket our bonds, the remarketing agent can put the bonds to us. In the event of a failed remarketing, as of December 31, 2024, we had availability under our Credit Facility (defined below) to fund these bonds until they are remarketed successfully. In the event of a failed re-borrowing under our commercial paper program, as of December 31, 2024, we had availability under our Credit Facility to fund the amounts borrowed under the commercial paper program until it is re-borrowed successfully. Accordingly, we have classified these tax-exempt financings and commercial paper program borrowings as long-term in our consolidated balance sheet as of December 31, 2024.

For further discussion of the components of our overall debt, see Note 9, *Debt*, of the notes to our audited consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K.

Credit Facilities

Uncommitted Credit Facility

In January 2022, we entered into a \$200 million unsecured uncommitted revolving credit facility (the Uncommitted Credit Facility). The Uncommitted Credit Facility bears interest at an annual percentage rate to be agreed upon by both parties. Borrowings under the Uncommitted Credit Facility can be used for working capital, letters of credit and other general corporate purposes. The agreement governing our Uncommitted Credit Facility requires us to comply with certain covenants. The Uncommitted Credit Facility may be terminated by either party at any time. As of December 31, 2024 and 2023, we had no borrowings outstanding under our Uncommitted Credit Facility.

The Credit Facility

In July 2024, we and our subsidiary, USE Canada Holdings, Inc. (the Canadian Borrower) entered into the Second Amended and Restated Credit Agreement (the Credit Facility) which amends and restates the unsecured revolving credit facility we entered into in August 2021. The total outstanding principal amount that we may borrow under the Credit Facility may not exceed the current aggregate lenders' commitments of \$3.5 billion, and borrowings under the Credit Facility mature in July 2029. As permitted by the Credit Facility, we have the right to request two one-year extensions of the maturity date, but none of the lenders are committed to participate in such extensions. The Credit Facility also includes a feature that allows us to increase availability, at our option, by an aggregate amount of up to \$1 billion through increased commitments from existing lenders or the addition of new lenders.

All loans to the Canadian Borrower and all loans denominated in Canadian dollars cannot exceed \$1 billion (the Canadian Sublimit). The Canadian Sublimit is part of, and not in addition to, the aggregate commitments under the Credit Facility.

Borrowings under the Credit Facility in United States dollars bear interest at a Base Rate, a daily floating SOFR or a term SOFR plus a current applicable margin of 0.920% based on our Debt Ratings (all as defined in the Credit Facility agreement). The Canadian dollar-denominated loans bear interest based on the Canadian Prime Rate or the Canadian Dollar Offered Rate plus a current applicable margin of 0.920% based on our Debt Ratings. As of December 31, 2024, \$232 million was outstanding against the Canadian Sublimit, with an average interest rate of 5.309%.

The Credit Facility is subject to facility fees based on applicable rates defined in the Credit Facility agreement and the aggregate commitment, regardless of usage. The Credit Facility can be used for working capital, capital expenditures, acquisitions, letters of credit and other general corporate purposes. The Credit Facility agreement requires us to comply with financial and other covenants. We may pay dividends and repurchase common stock if we are in compliance with these covenants.

We had \$514 million and \$297 million outstanding under our Credit Facility as of December 31, 2024 and 2023, respectively. We had \$317 million and \$337 million of letters of credit outstanding under our Credit Facility as of December 31, 2024 and 2023, respectively. We also had \$477 million and \$495 million of principal borrowings outstanding (net of related discount on issuance) under our commercial paper program as of December 31, 2024 and 2023, respectively. As a result, availability under our Credit Facility was \$2,192 million and \$2,371 million as of December 31, 2024 and 2023, respectively.

Financial and Other Covenants

The Credit Facility requires us to comply with financial and other covenants. To the extent we are not in compliance with these covenants, we cannot pay dividends or repurchase common stock. Compliance with covenants also is a condition for any incremental borrowings under the Credit Facility, and failure to meet these covenants would enable the lenders to require repayment of any outstanding loans (which would adversely affect our liquidity). Additionally, if we are not in compliance with these covenants, we could not use the availability under our Credit Facility to fund borrowings we currently make under our commercial paper program, if there is a failed reborrowing under that program. The Credit Facility provides that our total debt to EBITDA ratio may not exceed 3.75 to 1.00 as of the last day of any fiscal quarter. In the case of an "elevated ratio period", which may be elected by us if one or more acquisitions during a fiscal quarter involve aggregate consideration in excess of \$200.0 million (the Trigger Quarter), the total debt to EBITDA ratio may not exceed 4.25 to 1.00 during the Trigger Quarter and for the three fiscal quarters thereafter. The Credit Facility also provides that there may not be more than two elevated ratio periods during the term of the Credit Facility agreement. As of December 31, 2024, our total debt to EBITDA ratio was approximately 2.6 compared to the 3.75 maximum allowed. As of December 31, 2024, we were in compliance with all other covenants under our Credit Facility.

EBITDA, which is a non-U.S. GAAP measure, is calculated as defined in our Credit Facility agreement. In this context, EBITDA is used solely to provide information regarding the extent to which we are in compliance with debt covenants and is not comparable to EBITDA used by other companies or used by us for other purposes.

Failure to comply with the financial and other covenants under the Credit Facility, as well as the occurrence of certain material adverse events, would constitute defaults and would allow the lenders under the Credit Facility to accelerate the maturity of all

indebtedness under the Credit Facility. This could have an adverse effect on the availability of financial assurances. In addition, maturity acceleration on the Credit Facility constitutes an event of default under certain of our other debt and derivative instruments. If such acceleration were to occur, we would not have sufficient liquidity available to repay the indebtedness. We would likely have to seek an amendment under the Credit Facility for relief from the financial covenant or repay the debt with proceeds from the issuance of new debt or equity, or asset sales, if necessary. We may be unable to amend the Credit Facility or raise sufficient capital to repay such obligations in the event the maturity is accelerated.

Term Loan Facility

On April 29, 2022, we entered into a \$1 billion unsecured Term Loan Facility (Term Loan Facility), which bore interest at a base rate or a forward-looking SOFR, plus an applicable margin based on our debt ratings. We had \$500 million of borrowings outstanding under the Term Loan Facility as of December 31, 2023. During the year ended December 31, 2024, we repaid the remaining balance of the Term Loan Facility.

Commercial Paper Program

In May 2022, we entered into a commercial paper program for the issuance and sale of unsecured commercial paper in an aggregate principal amount not to exceed \$500 million outstanding at any one time (the Commercial Paper Cap). In August 2022, the Commercial Paper Cap was increased to \$1.0 billion, and in October 2023, was increased to \$1.5 billion. The weighted average interest rate for borrowings outstanding as of December 31, 2024 was 4.646% with a weighted average maturity of approximately 18 days.

We had \$477 million and \$496 million principal value of commercial paper issued and outstanding under the program as of December 31, 2024 and 2023, respectively. In the event of a failed re-borrowing, we currently have availability under our Credit Facility (as defined above) to fund amounts currently borrowed under the commercial paper program until they are re-borrowed successfully. Accordingly, we have classified these borrowings as long-term in our consolidated balance sheet as of December 31, 2024 and 2023, respectively.

Senior Notes and Debentures

In March 2023, we issued \$400 million of 4.875% senior notes due 2029 (the Existing 2029 Notes) and \$800 million of 5.000% senior notes due 2034 (the 2034 Notes, and together with the Existing 2029 Notes, the Notes). The Notes are unsecured and unsubordinated and rank equally with our other unsecured obligations. We used the proceeds from the Notes for general corporate purposes, including the repayment of a portion of amounts outstanding under the Uncommitted Credit Facility, the Commercial Paper Program, the Credit Facility, and the Term Loan Facility. As a result of the Term Loan Facility repayment, we incurred a non-cash loss on the early extinguishment of debt related to the ratable portion of unamortized deferred issuance costs of less than \$1 million.

In December 2023, we issued an additional \$350 million of 4.875% senior notes due 2029 (the New 2029 Notes, and together with the Existing 2029 Notes, the 2029 Notes). After giving effect to the issuance of the New 2029 Notes, \$750 million in aggregate principal amount of the 2029 Notes is outstanding. The New 2029 Notes are fungible with the Existing 2029 Notes, and taken together, the 2029 Notes are treated as a single series.

In December 2023, we also issued \$650 million of 5.000% senior notes due 2033 (the 2033 Notes). The proceeds of the 2033 Notes were used for general corporate purposes, including the repayment of a portion of amounts outstanding under the Uncommitted Credit Facility, the Commercial Paper Program, the Credit Facility, and the Term Loan Facility.

In June 2024, we issued \$400 million of 5.000% senior notes due 2029 and \$500 million of 5.200% senior notes due 2034. We used the proceeds from the June 2024 notes issuance for general corporate purposes, including the repayment of a portion of amounts outstanding under the Commercial Paper Program and the Credit Facility; and repayment of the remaining amount outstanding under the Term Loan Facility and the Uncommitted Credit Facility.

Our senior notes and debentures are general unsecured obligations. Interest is payable semi-annually.

Tax-Exempt Financings

As of December 31, 2024, we had \$1,409 million of certain variable rate tax-exempt financings outstanding, with maturities ranging from 2026 to 2053. As of December 31, 2023, we had \$1,281 million of certain variable rate tax-exempt financings outstanding, with maturities ranging from 2024 to 2053.

Finance Leases and Other

As of December 31, 2024, we had finance lease liabilities of \$315 million with maturities ranging from 2025 to 2063. As of December 31, 2023, we had finance lease liabilities of \$251 million with maturities ranging from 2024 to 2063.

As of December 31, 2024, finance leases and other included \$53 million related to the construction of an office building located in Phoenix, Arizona, which has been accounted for as a financing obligation. The amount is recorded within long-term debt, net of current maturities.

Credit Ratings

Our continued access to the debt capital markets and to new financing facilities, as well as our borrowing costs, depend on multiple factors, including market conditions, our operating performance and maintaining strong credit ratings. As of December 31, 2024, our credit ratings were BBB+, Baa1 and A- by Standard & Poor's Ratings Services, Moody's Investors Service and Fitch Ratings, Inc., respectively. If our credit ratings were downgraded, especially any downgrade to below investment grade, our ability to access the debt markets with the same flexibility that we have experienced historically, our cost of funds and other terms for new debt issuances could be adversely impacted.

Off-Balance Sheet Arrangements

We have no off-balance sheet debt or similar obligations, other than short-term operating leases and financial assurances, which are not classified as debt. We have no transactions or obligations with related parties that are not disclosed, consolidated into or reflected in our reported financial position or results of operations. We have not guaranteed any third-party debt.

Seasonality and Severe Weather

Our operations can be adversely affected by periods of inclement or severe weather, which could increase the volume of waste collected under our existing contracts (without corresponding compensation), delay the collection and disposal of waste, reduce the volume of waste delivered to our disposal sites, or delay the construction or expansion of our landfills and other facilities. Our operations also can be favorably affected by severe weather, which could increase the volume of waste in situations where we are able to charge for our additional services.

Contingencies

For a description of our commitments and contingencies, see Note 8, *Landfill and Environmental Costs*, Note 11, *Income Taxes* and Note 19, *Commitments and Contingencies*, to our audited consolidated financial statements included in Part II, Item 8 of this Annual Report on Form 10-K.

Financial Assurance

We must provide financial assurance to governmental agencies and a variety of other entities under applicable environmental regulations relating to our landfill operations for capping, closure and post-closure costs, and related to our performance under certain collection, landfill and transfer station contracts. We satisfy these financial assurance requirements by providing surety bonds, letters of credit, or insurance policies (Financial Assurance Instruments), or trust deposits, which are included in restricted cash and marketable securities and other assets in our consolidated balance sheets. The amount of the financial assurance requirements for capping, closure and post-closure costs is determined by applicable state environmental regulations. The financial assurance requirements for capping, closure and post-closure costs may be associated with a portion of the landfill or the entire landfill. Generally, states require a third-party engineering specialist to determine the estimated capping, closure and post-closure costs that are used to determine the required amount of financial assurance for a landfill. The amount of financial assurance required can, and generally will, differ from the obligation determined and recorded under U.S. GAAP. The amount of the financial assurance requirements related to contract performance varies by contract. Additionally, we must provide financial assurance for our insurance program and collateral for certain performance obligations. We do not expect a material increase in financial assurance requirements during 2025, although the mix of Financial Assurance Instruments may change.

These Financial Assurance Instruments are issued in the normal course of business and are not classified as indebtedness. Because we currently have no liability for the Financial Assurance Instruments, they are not reflected in our consolidated balance sheets; however, we record capping, closure and post-closure liabilities and insurance liabilities as they are incurred.

Critical Accounting Judgments and Estimates

Our consolidated financial statements have been prepared in accordance with U.S. GAAP and necessarily include certain estimates and judgments made by management. The following is a list of accounting policies that we believe are the most critical in understanding our consolidated financial position, results of operations and cash flows and that may require management to make subjective or complex judgments about matters that are inherently uncertain. Our critical accounting estimates are those estimates that involve a significant level of uncertainty at the time the estimate was made, and changes in them have had or are reasonably likely to have a material effect on our financial condition or results of operations. Accordingly, actual results could differ materially from our estimates. We base our estimates on past experience and other assumptions that

we believe are reasonable under the circumstances, and we evaluate these estimates on an ongoing basis. Such critical accounting policies, estimates and judgments are applicable to all of our operating segments.

We have noted examples of the estimates that are subject to uncertainty in the accounting for these areas below.

Landfill Development Asset Depletion

Landfill depletion expense for the years ended December 31, 2024 and 2023 was \$408 million and \$379 million, respectively.

To match the expense related to the landfill asset with the revenue generated by the landfill operations, we amortize the landfill development asset over its operating life on a per-ton basis as waste is accepted at the landfill. The landfill asset is fully depleted at the end of a landfill's operating life. The per-ton rate is calculated by dividing the sum of the landfill development asset net book value plus estimated future development costs for the landfill, by the landfill's estimated remaining permitted and probable disposal capacity. The expected future development costs are not inflated or discounted, but rather expressed in nominal dollars. This rate is applied to each ton accepted at the landfill to arrive at depletion expense for the period.

The calculation of depletion expense includes certain estimates and assumptions around future landfill development costs and remaining permitted and probable landfill disposal capacity. Changes in these estimates are subject to uncertainty attributable to the following factors: (i) actual future costs of construction materials and third-party labor could differ from the costs we have estimated because of the level of demand and the availability of the required materials and labor, and (ii) technical designs could be altered due to unexpected operating conditions, regulatory changes or legislative changes.

On at least an annual basis, we update the estimates of future development costs and remaining disposal capacity for each landfill. These costs and disposal capacity estimates are reviewed and approved by senior operations management annually. Changes in cost estimates and disposal capacity are reflected prospectively in the landfill depletion rates that are updated annually.

Landfill Asset Retirement Obligations

We have two types of retirement obligations related to landfills: (1) capping and (2) closure and post-closure. As of December 31, 2024 and 2023, our asset retirement obligations related to capping, closure and post-closure were \$2,144 million and \$1,937 million, respectively. Changes in these estimates may be sensitive to the following factors: (i) changes to environmental laws and regulations and/or circumstances affecting our operations could result in a significant change to our estimates, which could have a significant impact on our result of operations, (ii) we do not expect to incur most of these costs for a number of years, which requires us to estimate the timing of projected cash flows and make assumptions regarding inflation rates, and (iii) actual future costs of materials and third-party labor could differ from the costs we have estimated because of the level of demand and the availability of the required materials and labor.

Obligations associated with final capping activities that occur during the operating life of the landfill are recognized on a units-of-consumption basis as airspace is consumed within each discrete capping event. Obligations related to closure and post-closure activities that occur after the landfill has ceased operations are recognized on a units-of-consumption basis as airspace is consumed throughout the entire life of the landfill. Landfill retirement obligations are capitalized as the related liabilities are recognized and amortized using the units-of-consumption method over the airspace consumed within the capping event or the airspace consumed within the entire landfill, depending on the nature of the obligation. Landfill amortization expense for the years ended December 31, 2024 and 2023 was \$106 million and \$92 million, respectively. All obligations are initially measured at estimated fair value. Fair value is calculated on a present value basis using an inflation rate and our credit-adjusted, risk-free rate in effect at the time the liabilities were incurred. Future costs for final capping, closure and post-closure are developed at least annually by engineers, and are inflated to future value using estimated future payment dates and inflation rate projections.

Landfill capping. As individual areas within each landfill reach capacity, we must cap and close the areas in accordance with the landfill site permit. These requirements are detailed in each landfill's technical design, which is reviewed and approved by the regulatory agency issuing the landfill site permit.

Closure and post-closure. Closure costs are costs incurred after a landfill stops receiving waste, but prior to being certified as closed. After the entire landfill has reached capacity and is certified closed, we must continue to maintain and monitor the site for a post-closure period, which generally extends for 30 years. Costs associated with closure and post-closure requirements generally include maintenance of the site, the monitoring of methane gas collection systems and groundwater systems and other activities that occur after the site has ceased accepting waste. Costs associated with post-closure monitoring generally include groundwater sampling, analysis and statistical reports, third-party labor associated with gas system operations and maintenance and transportation and disposal of leachate.

Landfill retirement obligation liabilities and assets. Estimates of the total future costs required to cap, close and monitor each landfill as specified by the landfill permit are updated annually. The estimates include inflation, the specific timing of future cash outflows and the anticipated waste flow into the capping events. Our cost estimates are inflated to the period of

performance using an estimated inflation rate, which is updated annually. For 2024, our estimated inflation rate of 2.0% is based on the twenty year average core consumer price index and for 2023, our estimated inflation rate of 2.0% was based on the ten year average consumer price index.

The present value of the remaining capping costs for specific capping events and the remaining closure and post-closure costs for each landfill are recorded as incurred on a per-ton basis. These liabilities are incurred as disposal capacity is consumed at the landfill.

Retirement obligations are increased each year to reflect the passage of time by accreting the balance at the weighted average credit-adjusted risk-free rate that was used to calculate each layer of the recorded liabilities. This accretion is charged to operating expenses. Actual cash expenditures reduce the asset retirement obligation liabilities as they are made.

Corresponding retirement obligation assets are recorded for the same value as the additions to the capping, closure and post-closure liabilities. The retirement obligation assets are amortized to expense on a per-ton basis as disposal capacity is consumed. The per-ton rate is calculated by dividing the sum of each of the recorded retirement obligation asset's net book value and expected future additions to the retirement obligation asset by the remaining disposal capacity. A per-ton rate is determined for each separate capping event based on the disposal capacity relating to that event. Closure and post-closure per-ton rates are based on the total disposal capacity of the landfill.

Changes in these estimates may be sensitive to the following factors: (i) changes to environmental laws and regulations and/or circumstances affecting our operations could result in a significant change to our estimates, which could have a significant impact on our result of operations, (ii) we do not expect to incur most of these costs for a number of years, which requires us to estimate the timing of projected cash flows and make assumptions regarding inflation rates, and (iii) actual future costs of materials and third-party labor could differ from the costs we have estimated because of the level of demand and the availability of the required materials and labor.

On an annual basis, we update our estimates of future capping, closure and post-closure costs and of future disposal capacity for each landfill. Revisions in estimates of our costs or timing of expenditures are recognized immediately as increases or decreases to the capping, closure and post-closure liabilities and the corresponding retirement obligation assets. Changes in the assets result in changes to the amortization rates which are applied prospectively, except for fully incurred capping events and closed landfills, where the changes are recorded immediately in results of operations since the associated disposal capacity has already been consumed.

Total landfill depletion and amortization expense for the years ended December 31, 2024 and 2023 was \$514 million and \$471 million, respectively. See our *Results of Operations* section in this Management's Discussion and Analysis of Financial Condition and Results of Operations for discussion on changes to our landfill depletion and amortization.

Environmental Liabilities

We are subject to an array of laws and regulations relating to the protection of the environment, and we remediate sites in the ordinary course of our business. Under current laws and regulations, we may be responsible for environmental remediation at sites that we either own or operate, including sites that we have acquired, or sites where we have (or a company that we have acquired has) delivered waste. Our environmental remediation liabilities primarily include costs associated with remediating groundwater, surface water and soil contamination, as well as controlling and containing methane gas migration. To estimate our ultimate liability at these sites, we evaluate several factors, including the nature and extent of contamination at each identified site, the required remediation methods, timing of expenditures, the apportionment of responsibility among the potentially responsible parties and the financial viability of those parties.

We accrue for costs associated with environmental remediation obligations when such costs are probable and reasonably estimable in accordance with accounting for loss contingencies. We periodically review the status of all environmental matters and update our estimates of the likelihood of and future expenditures for remediation as necessary. Changes in the liabilities resulting from these reviews are recognized currently in earnings in the period in which the adjustment is known. Adjustments to estimates are reasonably possible in the near term and may result in changes to recorded amounts. With the exception of those obligations assumed in certain business combinations, environmental obligations are recorded on an undiscounted basis. Environmental obligations assumed in certain business combinations are initially estimated on a discounted basis, and accreted to full value over time through charges to interest expense. Adjustments arising from changes in amounts and timing of estimated costs and settlements may result in increases or decreases in these obligations and are calculated on a discounted basis as they were initially estimated on a discounted basis. These adjustments are charged to operating income when they are known. We perform a comprehensive review of our environmental obligations annually and also review changes in facts and circumstances associated with these obligations at least quarterly. See our *Results of Operations* section in this Management's Discussion and Analysis of Financial Condition and Results of Operations for discussion on our remediation adjustments. We have not reduced the liabilities we have recorded for recoveries from other potentially responsible parties or insurance companies.

As of December 31, 2024 and 2023, we had \$447 million and \$485 million of environmental liabilities, respectively. Changes in these estimates may be sensitive to changes in cost estimates, timing of estimated costs and settlements, inflation and applicable regulations. Our estimates of these liabilities require assumptions about uncertain future events, which may change the ultimate amounts of our environmental remediation liabilities. Thus, our estimates could change substantially as additional information becomes available regarding the nature or extent of contamination, the required remediation methods, timing of expenditures, the final apportionment of responsibility among the potentially responsible parties identified, the financial viability of those parties and the actions of governmental agencies or private parties with interests in the matter. The actual environmental costs may exceed our current and future accruals for these costs, and any adjustments could be material.

New Accounting Standards

For a description of new accounting standards that may affect us, see Note 2, *Summary of Significant Accounting Policies*, of the notes to our audited consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

Our major market risk exposure of our financial instruments is changing interest rates in the United States and fluctuations in SOFR. We intend to manage interest rate risk through the use of a combination of fixed and floating rate debt. The carrying value of our variable rate debt approximates fair value because interest rates are variable and, accordingly, approximates current market rates for instruments with similar risk and maturities. The fair value of our debt is determined as of the balance sheet date and is subject to change. We have historically entered into multiple swap agreements designated as cash flow hedges to manage exposure to fluctuations in interest rates on our variable rate debt.

The table below provides information about certain of our market-sensitive financial instruments and constitutes a forward-looking statement.

	Expected Maturity Date							Fair Value as of December 31, 2024
	2025	2026	2027	2028	2029	Thereafter	Total	
Fixed rate debt:								
Amount outstanding (in millions)	\$ 863	\$ 512	\$ 663	\$ 814	\$ 1,163	\$ 6,666	\$ 10,681	\$ 10,029
Variable rate debt:								
Amount outstanding (in millions)	\$ —	\$ 82	\$ —	\$ 30	\$ 1,016	\$ 1,032	\$ 2,160	\$ 2,152

The fixed and variable rate debt amounts above exclude the remaining non-cash discounts, premiums and adjustments to fair value totaling \$127 million.

As of December 31, 2024, we had \$2,160 million of principal floating rate debt. If interest rates increased or decreased by 100 basis points on our variable rate debt, annualized interest expense and net cash payments for interest would increase or decrease by approximately \$22 million. This analysis does not reflect the effect that interest rates would have on other items, such as new borrowings and the impact on the economy. See Note 9, *Debt*, of the notes to our audited consolidated financial statements in Part II, Item 8 of this Form 10-K for further information regarding how we manage interest rate risk.

Fuel Price Risk

Fuel costs represent a significant operating expense. When economically practical, we may enter into new fuel hedges, renew contracts, or engage in other strategies to mitigate market risk. As of December 31, 2024, we had no fuel hedges in place. While we charge fuel recovery fees to a majority of our customers, we are unable to charge such fees to all customers.

At current consumption levels, we believe a twenty-cent per gallon change in the price of diesel fuel would change our fuel costs by approximately \$27 million per year. Offsetting these changes in fuel expense would result in changes in our fuel recovery fee charged to our customers. At current participation rates, we believe a twenty-cent per gallon change in the price of diesel fuel would change our fuel recovery fee by approximately \$38 million per year.

Our operations also require the use of certain petrochemical-based products (such as liners at our landfills) the cost of which may vary with the price of petrochemicals. An increase in the price of petrochemicals could increase the cost of those products,

which would increase our operating and capital costs. We also are susceptible to increases in fuel recovery fees from our vendors.

Our fuel costs were \$470 million during 2024, or 3% of revenue, compared to \$542 million, or 4% of revenue, during 2023.

Commodities Price Risk

We market recovered materials such as old corrugated containers and old newsprint from our recycling centers. Changes in market supply and demand for recycled commodities causes volatility in commodity prices. In prior periods, we have entered into derivative instruments such as swaps and costless collars designated as cash flow hedges to manage our exposure to changes in prices of these commodities. As of December 31, 2024, we had no recycling commodity hedges in place.

At current volumes and mix of materials, we believe a \$10 per ton change in the price of recycled commodities would change both annual revenue and operating income by approximately \$11 million.

Revenue from recycling processing and commodity sales during the years ended December 31, 2024 and 2023 was \$409 million and \$312 million, respectively.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Republic Services, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Republic Services, Inc. (the Company) as of December 31, 2024 and 2023, the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 13, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Landfill Development Asset Depletion

Description of the Matter

Landfill development asset depletion expense for the year ended December 31, 2024 was \$408 million. As discussed in Note 2, management updates the assumptions used to estimate the landfill development asset depletion expense at least annually, or more often if there is a significant change in facts and circumstances related to a landfill. Significant assumptions used in the calculation of the expense include estimated future development costs and available disposal capacity.

<i>How We Addressed the Matter in Our Audit</i>	Auditing landfill development asset depletion expense is complex due to the highly judgmental nature of the significant assumptions, as discussed above, used in the calculation of the expense. We obtained an understanding of, evaluated the design, and tested the operating effectiveness of the Company’s controls over landfill development asset depletion expense. Our audit procedures included, among others, testing controls over the Company’s process for evaluating and updating the significant assumptions used in the calculation of landfill development asset depletion expense and the accuracy of depletion expense recorded. To test the landfill development asset depletion expense, our audit procedures included, among others, assessing methodologies and testing the significant assumptions discussed above. To test the future development costs, we compared the estimated costs used by management to comparable landfills accepting the same type of waste. We also tested the completeness and accuracy of the data utilized in the development of depletion expense. Regarding disposal capacity, we evaluated the Company’s annual utilization and estimation of the landfill disposal capacity through a comparison of airspace to historical estimates and annual aerial surveys. In addition, we considered the professional qualifications and objectivity of management’s specialist responsible for performing the aerial surveys. We involved EY engineering specialists to assist us with evaluating estimated future development costs.
<i>Description of the Matter</i>	<i>Landfill Final Capping, Closure and Post-Closure Costs</i> At December 31, 2024, the carrying value of the Company’s landfill final capping, closure and post-closure costs totaled \$2,144 million. As discussed in Notes 2 and 8 of the consolidated financial statements, management updates the assumptions used to estimate the asset retirement obligations at least annually, or more often if there is a significant change in facts and circumstances related to a landfill. These assumptions include estimated future costs associated with the final capping, closure and post-closure activities at each landfill, projected timing of capping, and estimated inflation rate.
<i>How We Addressed the Matter in Our Audit</i>	Auditing the landfill asset retirement obligations is complex due to the highly judgmental nature of the significant assumptions, as discussed above, used in the calculation of the asset retirement obligations. We obtained an understanding of, evaluated the design, and tested the operating effectiveness of the Company’s controls over the calculation of asset retirement obligations. Our procedures included, among others, testing controls over the Company’s process for evaluating and updating the significant assumptions used in the calculation of the landfill asset retirement obligations and the accuracy of the asset retirement obligations recorded. To test the landfill asset retirement obligations, our audit procedures included, among others, assessing methodologies used by the Company, testing the completeness of activities included in the estimate and testing the significant assumptions discussed above. To test the estimated future costs, we compared the estimated future costs used by management to comparable landfills accepting the same type of waste. We also tested the completeness and accuracy of the data utilized in preparing the cost estimate. Regarding the projected timing of capping assumption, we evaluated the Company’s annual utilization and estimation of the landfill disposal capacity through a comparison of airspace to historical estimates and annual aerial surveys. We also performed a sensitivity analysis of the inflation rate assumption. In addition, we considered the professional qualifications and objectivity of management’s specialist responsible for performing the aerial surveys. We involved EY engineering specialists to assist us with evaluating assumptions used in estimated costs for the capping, closure and post-closure activities.
/s/ Ernst & Young LLP We have served as the Company’s auditor since 2002. Phoenix, Arizona February 13, 2025	

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Republic Services, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited Republic Services, Inc.'s internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Republic Services, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2024 and 2023, the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and our report dated February 13, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Report of Management on Republic Services, Inc.'s Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Phoenix, Arizona

February 13, 2025

REPUBLIC SERVICES, INC.
CONSOLIDATED BALANCE SHEETS

(in millions, except per share data)

	December 31, 2024	December 31, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 74	\$ 140
Accounts receivable, less allowance for doubtful accounts and other of \$74 and \$83, respectively	1,821	1,768
Prepaid expenses and other current assets	511	473
Total current assets	2,406	2,381
Restricted cash and marketable securities	208	164
Property and equipment, net	11,877	11,351
Goodwill	15,982	15,834
Other intangible assets, net	546	496
Other assets	1,383	1,184
Total assets	<u>\$ 32,402</u>	<u>\$ 31,410</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 1,345	\$ 1,412
Notes payable and current maturities of long-term debt	862	932
Deferred revenue	485	467
Accrued landfill and environmental costs, current portion	159	141
Accrued interest	101	104
Other accrued liabilities	1,176	1,172
Total current liabilities	4,128	4,228
Long-term debt, net of current maturities	11,851	11,887
Accrued landfill and environmental costs, net of current portion	2,432	2,281
Deferred income taxes and other long-term tax liabilities, net	1,594	1,527
Insurance reserves, net of current portion	402	349
Other long-term liabilities	588	595
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value \$0.01 per share; 50 shares authorized; none issued	—	—
Common stock, par value \$0.01 per share; 750 shares authorized; 313 and 321 issued including shares held in treasury, respectively	3	3
Additional paid-in capital	1,767	2,901
Retained earnings	9,774	8,434
Treasury stock, at cost; 1 and 6 shares, respectively	(113)	(784)
Accumulated other comprehensive income, net of tax	(26)	(12)
Total Republic Services, Inc. stockholders' equity	11,405	10,542
Non-controlling interests in consolidated subsidiary	2	1
Total stockholders' equity	11,407	10,543
Total liabilities and stockholders' equity	<u>\$ 32,402</u>	<u>\$ 31,410</u>

The accompanying notes are an integral part of these financial statements.

REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENTS OF INCOME
(in millions, except per share data)

	Years Ended December 31,		
	2024	2023	2022
Revenue	\$ 16,032	\$ 14,965	\$ 13,511
Expenses:			
Cost of operations	9,350	8,943	8,205
Depreciation, depletion and amortization	1,677	1,501	1,352
Accretion	107	98	89
Selling, general and administrative	1,674	1,609	1,454
Adjustment to withdrawal liability for multiemployer pension funds	—	5	(2)
Gain on business divestitures and impairments, net	(1)	(4)	(6)
Restructuring charges	29	33	27
Operating income	3,196	2,780	2,392
Interest expense	(539)	(508)	(395)
Loss from unconsolidated equity method investments	(255)	(94)	(166)
Loss on extinguishment of debt	(2)	—	—
Interest income	9	6	3
Other income (expense), net	23	7	(2)
Income before income taxes	2,432	2,191	1,832
Provision for income taxes	388	460	344
Net income	2,044	1,731	1,488
Net income attributable to non-controlling interests in consolidated subsidiary	(1)	—	—
Net income attributable to Republic Services, Inc.	\$ 2,043	\$ 1,731	\$ 1,488
Basic earnings per share attributable to Republic Services, Inc. stockholders:			
Basic earnings per share	\$ 6.50	\$ 5.47	\$ 4.70
Weighted average common shares outstanding	314.4	316.2	316.5
Diluted earnings per share attributable to Republic Services, Inc. stockholders:			
Diluted earnings per share	\$ 6.49	\$ 5.47	\$ 4.69
Weighted average common and common equivalent shares outstanding	314.8	316.7	317.1
Cash dividends per common share	\$ 2.23	\$ 2.06	\$ 1.91

The accompanying notes are an integral part of these financial statements.

REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions)

	Years Ended December 31,		
	2024	2023	2022
Net income	\$ 2,044	\$ 1,731	\$ 1,488
Other comprehensive (income) loss, net of tax	(14)	—	3
Comprehensive income	2,030	1,731	1,491
Comprehensive income attributable to non-controlling interests	(1)	—	—
Comprehensive income attributable to Republic Services, Inc.	<u>\$ 2,029</u>	<u>\$ 1,731</u>	<u>\$ 1,491</u>

The accompanying notes are an integral part of these financial statements.

REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in millions)

	Republic Services, Inc. Stockholders' Equity								
	Common Stock		Additional Paid-In Capital	Retained Earnings	Treasury Stock		Accumulated Other Comprehensive Income, Net of Tax	Non-controlling Interests In Consolidated Subsidiary	Total
	Shares	Amount			Shares	Amount			
Balance as of December 31, 2021	320	\$ 3	\$ 2,789	\$ 6,475	(2)	\$ (275)	\$ (15)	\$ 1	\$ 8,978
Net income	—	—	—	1,488	—	—	—	—	1,488
Other comprehensive income (loss)	—	—	—	—	—	—	3	—	3
Cash dividends declared	—	—	—	(603)	—	—	—	—	(603)
Issuances of common stock	1	—	13	—	—	(26)	—	—	(13)
Stock-based compensation	—	—	42	(4)	—	—	—	—	38
Purchase of common stock for treasury	—	—	—	—	(2)	(204)	—	—	(204)
Purchase of minority interest	—	—	—	—	—	—	—	—	—
Distributions paid	—	—	(1)	—	—	—	—	—	(1)
Balance as of December 31, 2022	321	3	2,843	7,356	(4)	(505)	(12)	1	9,686
Net income	—	—	—	1,731	—	—	—	—	1,731
Other comprehensive income (loss)	—	—	—	—	—	—	—	—	—
Cash dividends declared	—	—	—	(650)	—	—	—	—	(650)
Issuances of common stock	—	—	14	—	—	(15)	—	—	(1)
Stock-based compensation	—	—	44	(3)	—	—	—	—	41
Purchase of common stock for treasury	—	—	—	—	(2)	(264)	—	—	(264)
Distributions paid	—	—	—	—	—	—	—	—	—
Balance as of December 31, 2023	321	3	2,901	8,434	(6)	(784)	(12)	1	10,543
Net income	—	—	—	2,043	—	—	—	1	2,044
Other comprehensive (loss) income	—	—	—	—	—	—	(14)	—	(14)
Cash dividends declared	—	—	—	(699)	—	—	—	—	(699)
Issuances of common stock	—	—	16	—	—	(30)	—	—	(14)
Stock-based compensation	—	—	45	(4)	—	—	—	—	41
Purchase of common stock for treasury	—	—	—	—	(3)	(494)	—	—	(494)
Shares returned to unissued status	(8)	—	(1,195)	—	8	1,195	—	—	—
Distributions paid	—	—	—	—	—	—	—	—	—
Balance as of December 31, 2024	313	\$ 3	\$ 1,767	\$ 9,774	(1)	\$ (113)	\$ (26)	\$ 2	\$ 11,407

The accompanying notes are an integral part of these financial statements.

REPUBLIC SERVICES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	Years Ended December 31,		
	2024	2023	2022
Cash provided by operating activities:			
Net income	\$ 2,044	\$ 1,731	\$ 1,488
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation, depletion, amortization and accretion	1,784	1,599	1,441
Non-cash interest expense	71	86	72
Stock-based compensation	42	41	39
Deferred tax provision (benefit)	87	102	181
Provision for doubtful accounts, net of adjustments	27	53	41
Loss on extinguishment of debt	2	—	—
(Gain) loss on disposition of assets and asset impairments, net	(19)	(1)	(9)
Environmental adjustments	7	2	3
Loss from unconsolidated equity method investments	255	94	166
Other non-cash items	(10)	(1)	—
Change in assets and liabilities, net of effects from business acquisitions and divestitures:			
Accounts receivable	(76)	(71)	(199)
Prepaid expenses and other assets	(171)	(30)	(84)
Accounts payable	(27)	83	106
Capping, closure and post-closure expenditures	(56)	(61)	(65)
Remediation expenditures	(62)	(55)	(55)
Other liabilities	14	43	65
Payments from retirement of certain hedging relationships	24	3	—
Cash provided by operating activities	3,936	3,618	3,190
Cash used in investing activities:			
Purchases of property and equipment	(1,855)	(1,631)	(1,454)
Proceeds from sales of property and equipment	47	29	33
Cash used in acquisitions and investments, net of cash and restricted cash acquired	(753)	(2,065)	(3,039)
Cash received from business divestitures	2	6	51
Purchases of restricted marketable securities	(26)	(29)	(20)
Sales of restricted marketable securities	24	13	20
Other	—	10	(14)
Cash used in investing activities	(2,561)	(3,667)	(4,423)
Cash provided by (used in) financing activities:			
Proceeds from credit facilities and notes payable, net of fees	24,020	39,221	16,446
Proceeds from issuance of senior notes, net of discount and fees	889	2,172	—
Payments of credit facilities and notes payable	(25,109)	(40,411)	(14,282)
Issuances of common stock, net	(14)	(1)	(13)
Purchases of common stock for treasury	(482)	(262)	(203)
Cash dividends paid	(687)	(638)	(593)
Distributions paid to non-controlling interests in consolidated subsidiary	—	—	(1)
Contingent consideration payments	(15)	(19)	(10)
Cash provided by (used in) financing activities	(1,398)	62	1,344
Effect of foreign exchange rate changes on cash	(2)	1	(3)
Increase (decrease) in cash, cash equivalents, restricted cash and restricted cash equivalents	(25)	14	108
Cash, cash equivalents, restricted cash and restricted cash equivalents at beginning of year	228	214	106
Cash, cash equivalents, restricted cash and restricted cash equivalents at end of year	\$ 203	\$ 228	\$ 214

The accompanying notes are an integral part of these financial statements.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. BASIS OF PRESENTATION

Republic Services, Inc., a Delaware corporation, and its consolidated subsidiaries (also referred to collectively as Republic, the Company, we, us, or our), is one of the largest providers of environmental services in the United States, as measured by revenue. Our senior management evaluates, oversees and manages the financial performance of our operations through three field groups, referred to as Group 1, Group 2 and Group 3. Group 1 is our recycling and waste business operating primarily in geographic areas located in the western United States. Group 2 is our recycling and waste business operating primarily in geographic areas located in the southeastern and mid-western United States, the eastern seaboard of the United States, and Canada. Group 3 is our environmental solutions business operating primarily in geographic areas located across the United States and Canada. These groups represent our reportable segments, which provide integrated environmental services, including but not limited to collection, transfer, recycling, and disposal.

The consolidated financial statements include the accounts of Republic Services, Inc. and its wholly owned and majority-owned subsidiaries in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). We account for investments in entities in which we do not have a controlling financial interest under the equity method of accounting or, for investments that do not meet the criteria to be accounted for under the equity method, we reflect these investments at their fair value when it is readily determinable. If fair value is not readily determinable, we use an alternative measurement approach. All material intercompany accounts and transactions have been eliminated in consolidation.

For comparative purposes, certain prior year amounts have been reclassified to conform to the current year presentation and are not material to our consolidated financial statements. All dollar amounts in tabular presentations are in millions, except per share amounts and unless otherwise noted.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Management's Estimates and Assumptions

In preparing our financial statements, we make numerous estimates and assumptions that affect the amounts reported in these financial statements and accompanying notes. We must make these estimates and assumptions because certain information we use is dependent on future events, cannot be calculated with a high degree of precision from data available or simply cannot be readily calculated based on generally accepted methodologies. In preparing our financial statements, the more significant and subjective areas that deal with the greatest amount of uncertainty relate to our accounting for our long-lived assets, including recoverability, landfill development costs and final capping, closure and post-closure costs; our liabilities for potential litigation, claims and assessments; our liabilities for environmental remediation, deferred taxes, uncertain tax positions and insurance reserves; and our estimates of the fair values of assets acquired and liabilities assumed in acquisitions. Each of these items is discussed in more detail elsewhere in these Notes to Consolidated Financial Statements. Our actual results may differ significantly from our estimates.

Cash and Cash Equivalents

We consider liquid investments with a maturity at the date of acquisition of three months or less to be cash equivalents.

We may have net book credit balances in our primary disbursement accounts at the end of a reporting period. We classify such credit balances as accounts payable in our consolidated balance sheets as checks presented for payment to these accounts are not payable by our banks under overdraft arrangements, and, therefore, do not represent short-term borrowings. As of December 31, 2024 and 2023, there were net book credit balances of \$121 million and \$148 million, respectively, in our primary disbursement accounts that were classified as accounts payable on our consolidated balance sheets.

Concentration of Credit Risk

Financial instruments that potentially subject us to concentrations of credit risk consist of cash and cash equivalents, trade accounts receivable and derivative instruments. We place our cash and cash equivalents with high quality financial institutions. Such balances may be in excess of FDIC insured limits. To manage the related credit exposure, we continually monitor the credit worthiness of the financial institutions where we have deposits. Concentrations of credit risk with respect to trade accounts receivable are limited due to the wide variety of customers and markets in which we provide services, as well as the dispersion of our operations across many geographic areas. We provide services to small-container, large-container, municipal and residential and environmental solutions customers primarily in the United States and Canada. We perform ongoing credit evaluations of our customers, but generally do not require collateral to support customer receivables. We establish an allowance

REPUBLIC SERVICES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

for doubtful accounts based on various factors including the credit risk of specific customers, age of receivables outstanding, historical trends, economic conditions and other information.

Accounts Receivable, Net

Accounts receivable represents receivables from customers for environmental services, including collection and processing of recyclable materials, collection, transfer and disposal of solid waste and environmental solutions. Our receivables are recorded when billed or when the related revenue is earned and represent claims against third parties that will be settled in cash. The carrying value of our receivables, net of the allowance for doubtful accounts and customer credits, represents the estimated net realizable value.

We establish an allowance for doubtful accounts based on various factors including the age of receivables outstanding, historical trends, economic conditions and other information. We also review outstanding balances on an account-specific basis based on the credit risk of the customer. We determined that all of our accounts receivable share similar risk characteristics. We monitor our credit exposure on an ongoing basis and assess whether assets in the pool continue to display similar risk characteristics.

The following table reflects the activity in our allowance for doubtful accounts for the years ended December 31:

	2024	2023	2022
Balance at beginning of year	\$ 83	\$ 52	\$ 39
Additions charged to expense	27	53	41
Accounts written-off	(36)	(22)	(28)
Balance at end of year	<u>\$ 74</u>	<u>\$ 83</u>	<u>\$ 52</u>

Restricted Cash and Marketable Securities

As of December 31, 2024 and 2023, we had \$208 million and \$164 million, respectively, of restricted cash and marketable securities, of which \$149 million and \$121 million, respectively, supports our insurance programs for workers' compensation, commercial general liability and commercial auto liability. Additionally, we obtain funds through the issuance of tax-exempt bonds for the purpose of financing qualifying expenditures at our landfills, transfer stations, collection and recycling centers. The funds are deposited directly into trust accounts by the bonding authorities at the time of issuance. As the use of these funds is contractually restricted, and we do not have the ability to use these funds for general operating purposes, they are classified as restricted cash and marketable securities in our consolidated balance sheets.

In the normal course of business, we may be required to provide financial assurance to governmental agencies and a variety of other entities in connection with, among other things, municipal residential collection contracts, closure or post-closure of landfills, environmental remediation, environmental permits and business licenses and permits as a financial guarantee of our performance. At several of our landfills, we satisfy financial assurance requirements by depositing cash into restricted trust funds or escrow accounts.

Property and Equipment

We record property and equipment at cost. Expenditures for major additions and improvements to facilities are capitalized, while maintenance and repairs are expensed as incurred. When property is retired or otherwise disposed, the related cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in the consolidated statements of income.

We revise the estimated useful lives of property and equipment acquired through business acquisitions to conform with our policies. We depreciate property and equipment over their estimated useful lives using the straight-line method. We assume no salvage value for our depreciable property and equipment. The estimated useful lives of our property and equipment are as follows:

Buildings and improvements	5 - 30 years
Vehicles	5 - 20 years
Landfill equipment	5 - 7 years
Other equipment	3 - 25 years
Furniture and fixtures	3 - 10 years

Landfill development costs also are included in property and equipment. Landfill development costs include direct costs incurred to obtain landfill permits and direct costs incurred to acquire, construct and develop sites, as well as final capping,

REPUBLIC SERVICES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

closure and post-closure assets. These costs are depleted or amortized based on consumed airspace. All indirect landfill development costs are expensed as incurred. For additional information, see Note 8, *Landfill and Environmental Costs*.

Capitalized Interest

We capitalize interest on all landfill cell construction and other construction or development projects. Interest is capitalized on qualified assets while they undergo activities to ready them for their intended use. Capitalization of interest ceases once an asset is placed into service or if construction activity is suspended for more than a brief period of time. Our interest capitalization rate is based on our weighted average cost of indebtedness. Interest capitalized was \$11 million for the year ended December 31, 2024, \$8 million for the year ended December 31, 2023 and \$5 million for the year ended December 31, 2022.

Fair Value of Financial Instruments

Our financial instruments include cash and cash equivalents, restricted cash and marketable securities, interest rate hedges and other derivatives, long-term debt, contingent consideration arrangements and assets in our defined benefit pension plan. Accounting standards include disclosure requirements around fair values used for certain financial instruments and establish a fair value hierarchy. The hierarchy prioritizes valuation inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of three levels:

- Level 1 – inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.
- Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models and similar techniques.

See Note 18, *Financial Instruments*, for fair value disclosures related to our financial instruments.

Investments Other Than Derivatives

Investments other than derivatives primarily include money market funds, common stock, mutual funds, United States government and agency securities, municipal and corporate bonds and foreign government bonds. In general, and where applicable, we use quoted prices in active markets for identical assets or liabilities to determine fair value. This pricing methodology applies to our Level 1 investments, such as money market funds, common stock and certain mutual funds. If quoted prices in active markets for identical assets or liabilities are not available to determine fair value, then we use quoted prices for similar assets and liabilities or inputs other than the quoted prices that are observable either directly or indirectly. These investments are included in Level 2 and consist primarily of corporate bonds, foreign government bonds, real estate investment trusts and certain agency securities.

Landfill and Environmental Costs***Life Cycle Accounting***

We use life-cycle accounting and the units-of-consumption method to recognize certain landfill costs over the life of the site. In life cycle accounting, all current and future capitalized costs to acquire and construct a site are calculated, and charged to expense based on the consumption of cubic yards of available airspace.

Costs and airspace estimates are developed at least annually by engineers. We use these estimates to adjust the rates we use to deplete capitalized costs. Changes in these estimates primarily relate to changes in cost estimates, available airspace, inflation and applicable regulations. Changes in available airspace include, but are not limited to, changes due to the addition of airspace attributable to probable expansion areas, airspace consumed and changes in engineering estimates.

Probable Expansion Airspace

We classify landfill disposal capacity as either permitted (having received the final permit from the applicable regulatory agency) or as probable expansion airspace. Before airspace included in an expansion area is determined to be probable expansion airspace and, therefore, is included in our calculation of total available disposal capacity, all of the following criteria must be met:

- We own the land associated with the expansion airspace or control it pursuant to an option agreement;

REPUBLIC SERVICES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

- We are committed to supporting the expansion project financially and with appropriate resources;
- There are no identified fatal flaws or impediments associated with the project, including political impediments;
- Progress is being made on the project;
- The expansion is attainable within a reasonable time frame; and
- We believe it is likely the expansion permit will be received.

Upon meeting our expansion criteria, the rates used at each applicable landfill to expense costs to acquire, construct, cap, close and maintain a site during the post-closure period are adjusted to include both the probable expansion airspace and the additional costs to be capitalized or accrued associated with that expansion airspace.

We have identified three steps that landfills generally follow to obtain expansion permits. These steps are as follows:

- Obtaining approval from local authorities;
- Submitting a permit application to state authorities; and
- Obtaining permit approval from state authorities.

We continually monitor our progress toward obtaining permits for each of our sites with probable airspace. If we determine that a landfill expansion area no longer meets our criteria, the probable expansion airspace is removed from the landfill's total available disposal capacity and the rates used at the landfill to deplete costs to acquire, construct, cap, close and maintain a site during the post-closure period are adjusted accordingly. In addition, any amounts capitalized for the probable expansion airspace are charged to expense in the period in which it is determined that the criteria are no longer met.

Capitalized Landfill Costs

Capitalized landfill costs include expenditures for land, permitting, cell construction and environmental structures. Capitalized permitting and cell construction costs are limited to direct costs relating to these activities, including legal, engineering and construction costs associated with excavation, natural and synthetic liners, construction of leachate collection systems, installation of methane gas collection and monitoring systems, installation of groundwater monitoring wells and other costs associated with the development of the site. Interest is capitalized on landfill construction projects while the assets are undergoing activities to ready them for their intended use. Capitalized landfill costs also include final capping, closure and post-closure assets and are depleted as airspace is consumed using the units-of-consumption method.

Costs related to acquiring land, excluding the estimated residual value of unpermitted, non-buffer land, and costs related to permitting and cell construction are depleted as airspace is consumed using the units-of-consumption method.

Capitalized landfill costs also may include an allocation of purchase price paid for landfills. For landfills purchased as part of a group of assets, the purchase price assigned to the landfill is determined based on the estimated fair value of the landfill. If the landfill meets our expansion criteria, the purchase price is further allocated between permitted airspace and expansion airspace based on the respective ratios to total available airspace. Landfill purchase price is depleted using the units-of-consumption method over the total available airspace, including probable expansion airspace, where appropriate.

Final Capping, Closure and Post-Closure Costs***Final capping***

We have future obligations for final capping, closure and post-closure costs with respect to the landfills we own or operate as set forth in applicable landfill permits. The permit requirements are based on the Subtitle C and Subtitle D regulations of the Resource Conservation and Recovery Act, as implemented and applied on a state-by-state basis. We define final capping as activities required to permanently cover a portion of a landfill that has been completely filled with waste. Final capping typically includes installing flexible membrane and geosynthetic clay liners, drainage and compact soil layers and topsoil and is constructed over an area of the landfill where total available disposal capacity has been consumed and waste disposal operations have ceased. These final capping activities occur in phases as needed throughout the operating life of a landfill as specific areas are filled to capacity and the final elevation for that specific area is reached in accordance with the provisions of the operating permit. We consider final capping events to be discrete activities that are recognized as asset retirement obligations separately from other closure and post-closure obligations. As a result, we use a separate rate per ton for recognizing the principal amount of the liability and related asset associated with each capping event. We amortize the asset recorded pursuant to this approach as waste volume related to the capacity covered by the capping event is placed into the landfill based on the consumption of cubic yards of available airspace.

REPUBLIC SERVICES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)***Closure and post-closure*

Closure and post-closure activities occur after the entire landfill ceases to accept waste and closes. These activities involve methane gas control, leachate management and groundwater monitoring, surface water monitoring and control and other operational and maintenance activities that occur after the site ceases to accept waste. Obligations associated with monitoring and controlling methane gas migration and emissions are set forth in applicable landfill permits and these requirements are based on the provisions of the Clean Air Act. The post-closure period generally runs for 30 years after final site closure for municipal solid waste landfills and a shorter period for construction and demolition landfills and inert landfills. We recognize asset retirement obligations and the related amortization expense for closure and post-closure (excluding obligations for final capping) using the units-of-consumption method over the total remaining disposal capacity of the landfill, including probable expansion airspace, where appropriate.

Estimated future expenditures

Estimates of future expenditures for final capping, closure and post-closure are developed at least annually by engineers. Management reviews these estimates and our operating and accounting personnel use them to adjust the rates used to capitalize and amortize these costs. These estimates involve projections of costs that will be incurred during the remaining life of the landfill for final capping activities, after the landfill ceases operations and during the legally required post-closure monitoring period. As of December 31, 2024, we had 125 closed landfills.

Fair value measurements

In general, we engage third parties to perform most of our final capping, closure and post-closure activities. Accordingly, the fair value of these activities is based on quoted and actual prices paid for similar work. We also perform some of our final capping, closure and post-closure activities using internal resources. Where we expect internal resources to be used to fulfill an asset retirement obligation, we add a profit margin to the estimated cost of such services to better reflect their fair value. If we perform these services internally, the added profit margin is recognized as a component of operating income in the period the obligation is settled.

Our estimates of costs to discharge asset retirement obligations for landfills are developed in today's dollars. These costs are inflated each year to reflect a normal escalation of prices up to the year they are expected to be paid. Our inflation rate was 2% for the year ended December 31, 2024, which was primarily based on the twenty-year historical moving average increase of the United States Core Consumer Price Index. Our inflation rate was 2% for each of the years ended December 31, 2023 and 2022, which was primarily based on the ten-year historical moving average increase of the United States Consumer Price Index. These estimated costs are then discounted to their present values using a credit-adjusted, risk-free interest rate.

Changes in assets retirement obligations

A liability for an asset retirement obligation is recognized in the period in which it is incurred and is initially measured at fair value. The offset to the liability is capitalized as part of the carrying amount of the related long-lived asset. Changes in the liabilities due to revisions to estimated future cash flows are recognized by increasing or decreasing the liabilities with the offsets adjusting the carrying amounts of the related long-lived assets, and may also require immediate adjustments to amortization expense in the consolidated statements of income. Upward revisions in the amount of undiscounted estimated cash flows used to record a liability are discounted using the credit-adjusted, risk-free interest rate in effect at the time of the change. Downward revisions in the amount of undiscounted estimated cash flows used to record a liability are discounted using the credit-adjusted, risk-free rate that existed when the original liability was recognized.

Changes in asset retirement obligations due to the passage of time are measured by recognizing accretion expense in a manner that results in a constant effective interest rate being applied to the average carrying amount of the liability. The effective interest rate used to calculate accretion expense is our credit-adjusted, risk-free interest rate in effect at the time the liabilities were recorded.

We review our calculations with respect to landfill asset retirement obligations at least annually. If there is a significant change in the facts and circumstances related to a landfill during the year, we will review our calculations for the landfill as soon as practical after the change has occurred.

Landfill operating expenses

Costs associated with daily maintenance activities and environmental compliance during the operating life of the landfill are expensed as incurred. These costs include, among other things, leachate treatment and disposal, methane gas and groundwater monitoring and systems maintenance, interim cap maintenance, costs associated with the application of daily cover materials and the legal and administrative costs of ongoing environmental compliance.

REPUBLIC SERVICES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)*****Environmental Liabilities***

We are subject to an array of laws and regulations relating to the protection of the environment, and we remediate sites in the ordinary course of our business. Under current laws and regulations, we may be responsible for environmental remediation at sites that we either own or operate, including sites that we have acquired, or sites where we have (or a company that we have acquired has) delivered waste. Our environmental remediation liabilities primarily include costs associated with remediating groundwater, surface water and soil contamination, as well as controlling and containing methane gas migration and the legal costs related to these remediation efforts. To estimate our ultimate liability at these sites, we evaluate several factors, including the nature and extent of contamination at each identified site, the required remediation methods, timing of expenditures, the apportionment of responsibility among the potentially responsible parties and the financial viability of those parties. We accrue for costs associated with environmental remediation obligations when such costs are probable and reasonably estimable in accordance with accounting for loss contingencies. Changes in our liabilities are recognized currently in earnings in the period in which the adjustment is known. Adjustments to estimates are reasonably possible in the near term and may result in changes to recorded amounts. With the exception of those obligations assumed in certain business combinations, environmental obligations are recorded on an undiscounted basis. Adjustments arising from changes in amounts and timing of estimated costs and settlements may result in increases or decreases in these obligations and are calculated on a discounted basis as they were initially estimated on a discounted basis. These adjustments are charged to operating income when they are known. We perform a comprehensive review of our environmental obligations annually and also review changes in facts and circumstances associated with these obligations at least quarterly and update our estimates of the likelihood of and future expenditures for remediation as necessary. We have not reduced the liabilities we have recorded for recoveries from other potentially responsible parties or insurance companies.

Business Combinations

We acquire businesses in the environmental services industry as part of our growth strategy. Businesses are included in the consolidated financial statements from the date of acquisition.

We recognize, separately from goodwill, the identifiable assets acquired and liabilities assumed at their estimated acquisition-date fair values. We measure and recognize goodwill as of the acquisition date as the excess of: (1) the aggregate of the fair value of consideration transferred, the fair value of any non-controlling interest in the acquiree (if any) and the acquisition date fair value of our previously held equity interest in the acquiree (if any), over (2) the fair value of assets acquired and liabilities assumed. If information about facts and circumstances existing as of the acquisition date is incomplete by the end of the reporting period in which a business combination occurs, we report provisional amounts for the items for which the accounting is incomplete. The measurement or allocation period ends once we receive the information we are seeking; however, this period will generally not exceed one year from the acquisition date. Any material adjustments recognized during the measurement period will be reflected retrospectively in the consolidated financial statements of the subsequent period. We recognize third-party transaction-related costs as expense in the period in which they are incurred.

Goodwill and Other Intangible Assets

We evaluate goodwill for impairment annually as of October 1st, or when an indicator of impairment exists, at the reporting unit level. Our reporting units are our three field groups: Group 1, Group 2 and Group 3.

We may use both qualitative and quantitative approaches when testing goodwill for impairment. If, after assessing qualitative factors, we determine it is more likely than not that a reporting unit's goodwill is impaired, then we perform a quantitative test for that reporting unit. The quantitative impairment test for goodwill encompasses calculating a fair value of goodwill and comparing the fair value to its carrying value. If the carrying value exceeds the fair value, impairment is recognized for the difference.

As of October 1, 2024, we performed a qualitative assessment to evaluate circumstances and events impacting our reporting units to determine the likelihood of goodwill impairment. Examples of such events or circumstances include: (1) a significant adverse change in legal factors or in the business climate; (2) an adverse action or assessment by a regulator; (3) a more likely than not expectation that a reporting unit or a significant portion thereof will be sold; (4) continued or sustained losses at a reporting unit; (5) a significant decline in our market capitalization as compared to our book value; or (6) we conclude that we may not recover a significant asset group within the reporting unit. We determined it was more likely than not that the fair values of our reporting units exceeded their carrying amounts. No impairment losses were recorded for goodwill during the years ended December 31, 2024, 2023 or 2022.

Other intangible assets include values assigned to customer relationships, non-compete agreements and trade names and are amortized generally on a straight-line basis over periods ranging from 1 to 15 years.

REPUBLIC SERVICES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)****Asset Impairments**

We continually consider whether events or changes in circumstances have occurred that may warrant revision of the estimated useful lives of our long-lived assets (other than goodwill) or whether the remaining balances of those assets should be evaluated for possible impairment. Long-lived assets include, for example, capitalized landfill costs, other property and equipment and identifiable intangible assets.

Events or changes in circumstances that may indicate that an asset may be impaired include the following:

- A significant decrease in the market price of an asset or asset group;
- A significant adverse change in the extent or manner in which an asset or asset group is being used or in its physical condition;
- A significant adverse change in legal factors or in the business climate that could affect the value of an asset or asset group, including an adverse action or assessment by a regulator;
- An accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of a long-lived asset;
- A current period operating or cash flow loss combined with a history of operating or cash flow losses or a projection or forecast that demonstrates continuing losses associated with the use of a long-lived asset or asset group;
- A current expectation that, more likely than not, a long-lived asset or asset group will be sold or otherwise disposed of significantly before the end of its previously estimated useful life; or
- An impairment of goodwill at a reporting unit.

There are certain indicators listed above that require judgment and understanding of the environmental services industry when applied to landfill development or expansion. For example, a regulator may initially deny a landfill expansion permit application though the expansion permit is ultimately granted. In addition, management may periodically divert waste from one landfill to another to conserve remaining permitted landfill airspace. Therefore, certain events could occur in the ordinary course of business and not necessarily be considered indicators of impairment due to the unique nature of the environmental services industry.

If indicators of impairment exist, the asset or asset group is reviewed to determine whether its recoverability is impaired. We assess the recoverability of the asset or asset group by comparing its carrying value to an estimate (or estimates) of its undiscounted future cash flows over its remaining life. If the estimated undiscounted cash flows are not sufficient to recover the carrying value of the asset or asset group, we measure an impairment loss as the amount by which the carrying amount of the asset exceeds its fair value. The loss is recorded in the consolidated statements of income in the period in which such impairment is identified. Estimating future cash flows requires significant judgment, and our projections of future cash flows and remaining useful lives may vary materially from actual results. No impairment losses were recorded for long-lived assets during the years ended December 31, 2024, 2023 or 2022.

Insurance Reserves

Our insurance programs for workers' compensation, commercial general and auto liability, environmental and remediation liability and employee-related health care benefits are subject to high deductible insurance policies. Accruals for insurance reserves are based on claims filed and estimates of claims incurred but not reported. We consider our past claims experience, including both frequency and settlement amount of claims, in determining these estimates. It is possible that recorded reserves may not be adequate to fund the future payment of claims. Adjustments, if any, to estimates recorded resulting from ultimate claim payments will be reflected in the consolidated statements of income in the periods in which such adjustments are known. In general, our insurance reserves are recorded on an undiscounted basis; however, the insurance liabilities we assumed in business combinations are recorded at estimated fair value, and therefore have been discounted to present value based on our estimate of the timing of the related cash flows.

Contingent Liabilities

We are subject to various legal proceedings, claims and regulatory matters, the outcomes of which are subject to significant uncertainty. In general, we determine whether to disclose or accrue for loss contingencies based on an assessment of whether the risk of loss is remote, reasonably possible or probable, and whether it can be reasonably estimated. We assess our potential liability relating to litigation and regulatory matters based on information available to us. Management develops its assessment based on an analysis of possible outcomes under various strategies. We accrue for loss contingencies when such amounts are probable and reasonably estimable. If a contingent liability is only reasonably possible, we disclose the potential range of the

REPUBLIC SERVICES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

loss, if estimable. Contingent liabilities recorded in purchase accounting are recorded at their fair values. These fair values may be different from the values we would have otherwise recorded, had the contingent liability not been assumed as part of an acquisition of a business.

Accumulated Other Comprehensive Income

Accumulated other comprehensive income is a component of stockholders' equity and includes the amortization of our settled interest rate locks, certain adjustments to liabilities associated with our employee defined benefit pension plan liabilities, net of tax, and foreign currency translation adjustments.

Revenue Recognition

We generally provide services under contracts with municipalities or individual customers. Municipal and small-container contracts are generally long-term and often have renewal options. Environmental solutions revenue may be billed in advance of the service being performed, such as the treatment or disposal of the waste. Advance billings are recorded as deferred revenue, and revenue is recognized over the period services are provided.

We recognize revenue, net of tax, when control is transferred to the customer, generally at the time we provide a service. Revenue is measured as the amount of consideration we expect to receive in exchange for providing a service. We make payments to certain of our customers, including payments to our municipal customers or commodity rebates to customers in our recycling business, which reduce the amount of revenue we recognize.

Income Taxes

We account for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, we record deferred income taxes to reflect the effects of temporary differences between the carrying amounts of assets and liabilities and their tax bases using enacted tax rates that we expect to be in effect when the taxes are actually paid or recovered. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

We record net deferred tax assets to the extent we believe these assets will more likely than not be realized. In making these determinations, we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, tax planning strategies, projected future taxable income and recent financial operating results. The weight given to the positive and negative evidence is commensurate with the extent such evidence can be objectively verified. If we determine that we would be able to realize a deferred income tax asset in the future in excess of its net recorded amount, we would make an adjustment to the valuation allowance, which would reduce the provision for income taxes.

We record uncertain tax positions in accordance with ASC 740. A tax benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits. Income tax positions must meet a more-likely-than-not recognition threshold at the effective date to be recognized.

We recognize interest and penalties related to uncertain tax positions in the provision for income taxes in the accompanying consolidated statements of income. Accrued interest and penalties are included in other accrued liabilities, deferred income taxes and other long-term tax liabilities in the consolidated balance sheets.

We use the flow-through method to account for investment tax credits earned on eligible development expenditures. Under this method, the investment tax credits are recognized as a reduction to income tax expense in the year they are earned.

Share Repurchases

Share repurchases under our share repurchase authorization may be made through open market purchases or privately negotiated transactions at the current market prices. From time-to-time, we return treasury shares acquired through share repurchases to the status of authorized but unissued. Our accounting policy is to deduct the par value from common stock and to reflect any excess of cost over par value as a deduction from additional paid-in capital.

Leases

We lease property and equipment in the ordinary course of business under various lease agreements. The most significant lease obligations are for real property and equipment specific to our industry, including property operated as a landfill or transfer station and operating equipment. Our leases have varying terms. Some may include renewal or purchase options, escalation clauses, restrictions, penalties or other obligations that we consider in determining minimum lease payments. Our lease terms include options to renew the lease when it is reasonably certain that we will exercise the option.

REPUBLIC SERVICES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

Certain leases require payments that are variable in nature based on volume measurements, e.g. a fixed rate per ton at our landfills. In addition, certain rental payments are adjusted annually based on changes in an underlying base index such as a consumer price index. Variable lease payments are recognized in our consolidated statements of income in the period incurred. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants. We generally account for lease components separately from non-lease components.

Leases are classified as either operating leases or finance leases, as appropriate. Leases with an initial term of 12 months or less are not recorded on our consolidated balance sheet.

Operating Leases

Many of our leases are operating leases. Operating lease classification generally can be attributed to either (1) relatively low fixed minimum lease payments (including, for example, real property lease payments that are not fixed and vary based on the volume of material we receive or process), or (2) minimum lease terms that are shorter than the asset's economic useful life. We expect that, in the ordinary course of business, our operating leases will be renewed, replaced by other leases, or replaced with capital expenditures. We recognize rent expense for these leases on a straight-line basis over the lease term.

We recognize a right-of-use liability and right-of-use asset for leases classified as operating leases in our consolidated balance sheet upon lease commencement. The right-of-use liability represents the present value of the remaining lease payments. An implicit rate is often not readily available for these leases. As such, we use our incremental borrowing rate at the commencement date to determine the present value of the lease payments. Our incremental borrowing rate represents the rate of interest that we would have to pay to borrow on a collateralized basis over a similar term in a similar economic environment. In addition, we recognize a corresponding right-of-use asset, which represents our right to use an underlying asset for the lease term. The right-of-use asset is adjusted for certain favorable or unfavorable leases recognized through acquisition, prepaid or accrued rent, asset impairments and lease incentives, including but not limited to cash incentives, rent abatement or leasehold improvements paid by the lessor.

Finance Leases

We capitalize assets acquired under finance leases at lease commencement and amortize them to depreciation expense over the lesser of the useful life of the asset or the lease term on either a straight-line or a units-of-consumption basis, depending on the asset leased. We record the present value of the related lease payments as a debt obligation. Our finance lease liabilities relate primarily to real property, including certain long-term landfill operating agreements that require minimum lease payments with offsetting finance lease assets recorded as part of the landfill development costs.

Related Party Transactions

It is our policy that transactions with related parties must be on terms that, on the whole, are no less favorable than those that would be available from unaffiliated parties.

New Accounting Pronouncements***Accounting Standards Adopted******Improvements to Reportable Segment Disclosures***

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280): *Improvements to Reportable Segment Disclosures* (ASU 2023-07). ASU 2023-07 amends the reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The Company adopted ASU 2023-07 in this Annual Report on Form 10-K and will adopt the interim disclosures in the first quarter of 2025. ASU 2023-07 was adopted retrospectively to all periods presented in the financial statements. The adoption of this standard did not have a material impact on our consolidated financial statements. See Note 15, *Segment Reporting*, for additional information and detailed disclosures prepared in accordance with ASU 2023-07.

Accounting Standards Updates Issued but not yet Adopted as of December 31, 2024***Disaggregation of Income Statement Expenses***

In November 2024, the Financial Accounting Standards Board (FASB) issued Accounting Standard Update No. 2024-03, Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures (Subtopic 220-40): *Disaggregation of Income Statement Expenses* (ASU 2024-03). ASU 2024-03 requires an entity to disclose the amount of purchases of inventory, employee compensation, depreciation, and intangible asset amortization included in each relevant expense caption. It also requires an entity to include certain amounts that are already required to be disclosed under GAAP in the same disclosure. Additionally, it requires an entity to disclose a qualitative description of the amounts remaining in relevant

REPUBLIC SERVICES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

expense captions that are not separately disaggregated quantitatively, and to disclose the total amount of selling expenses and, in annual reporting periods, an entity's definition of selling expenses. The amendments in ASU 2024-03 are effective for annual reporting periods beginning after December 15, 2026 and interim reporting periods beginning after December 15, 2027, with early adoption permitted. An entity may apply the amendments prospectively for reporting periods after the effective date or retrospectively to any or all prior periods presented in the financial statements. The Company is currently evaluating the impact of the rules on its future consolidated financial statements.

Climate-Related Disclosures

In March 2024, the SEC adopted Final Rule 33-11275 and 34-99678 - *The Enhancement and Standardization of Climate-Related Disclosures for Investors*. The rules require registrants to provide standardized disclosures related to material climate-related risks, governance and risk management strategies, and the financial impact of severe weather events and material Scope 1 and 2 greenhouse gas emissions. The rules require implementation in phases between 2025 and 2033. In April 2024, the SEC announced that it would voluntarily stay these rules pending judicial review. The Company is currently evaluating the impact of the rules on its future consolidated financial statements.

Improvements to Income Tax Disclosures

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): *Improvements to Income Tax Disclosures* (ASU 2023-09). ASU 2023-09 requires entities to provide additional information in the rate reconciliation and additional disclosures about income taxes paid. The amendments in this update are effective for fiscal years beginning after December 15, 2024. We are currently assessing the effect this guidance may have on our consolidated financial statements.

Codification Amendments in Response to the SEC's Disclosure Update and Simplification Initiative

In October 2023, the FASB issued ASU 2023-06 to modify the disclosure or presentation requirements of a variety of topics, which will allow users to more easily compare entities subject to the SEC's existing disclosures with those entities that were not previously subject to the SEC's requirements, and to align the requirements in the FASB accounting standard codification with the SEC's regulations. The effective date for each topic's amendment will be the date on which the SEC's removal of the topic's related disclosure from Regulation S-X or Regulation S-K becomes effective, with early adoption prohibited. The Company is currently evaluating the amendments and the impact on its future consolidated financial statements.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
3. BUSINESS ACQUISITIONS, INVESTMENTS AND RESTRUCTURING CHARGES

We acquired various environmental services businesses during the years ended December 31, 2024 and 2023. The purchase price paid for these business acquisitions and the allocations of the purchase price follows:

	2024	2023
Purchase price:		
Cash used in acquisitions, net of cash acquired of \$1 and \$23, respectively	\$ 274	\$ 1,756
Holdbacks	7	19
Fair value, future minimum lease payments	—	1
Total	\$ 281	\$ 1,776
Allocated as follows:		
Accounts receivable	6	67
Prepaid expenses	—	6
Landfill development costs	—	49
Property and equipment	57	374
Operating right-of-use lease assets	2	14
Parts and supplies	2	3
Accounts payable	—	(20)
Deferred revenue	(2)	(11)
Environmental remediation liabilities	—	(6)
Closure and post-closure liabilities	—	(11)
Operating right-of-use lease liabilities	(2)	(14)
Deferred income tax liabilities	(1)	(25)
Other liabilities	(1)	(12)
Fair value of tangible assets acquired and liabilities assumed	61	414
Excess purchase price to be allocated	\$ 220	\$ 1,362
Excess purchase price allocated as follows:		
Other intangible assets	\$ 44	\$ 204
Goodwill	176	1,158
Total allocated	\$ 220	\$ 1,362

Certain of the purchase price allocations are preliminary and based on information existing at the acquisition dates.

Accordingly, the purchase price allocations are subject to change. For the acquisitions that closed during 2024, we expect that a majority of the goodwill and intangible assets recognized as a result of these acquisitions will be deductible for tax purposes.

These acquisitions are not material to the Company's results of operations, individually or in the aggregate. As a result, no pro forma financial information is provided.

In February 2025, we acquired all of the issued and outstanding shares of COP Shamrock Parent, Inc. (Shamrock). Shamrock is a leading provider of environmental solutions offering industrial waste and wastewater treatment services. Shamrock's environmental solutions operations are primarily located in the northeastern and southeastern United States and provide us with a platform to pursue additional growth in our environmental solutions line of business.

As of February 13, 2025, we paid approximately \$700 million for acquisitions that closed through that date.

REPUBLIC SERVICES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)****Investments**

In 2024 and 2023, we acquired non-controlling equity interests in certain limited liability companies that qualified for investment tax credits under Section 48 of the Internal Revenue Code. We account for these investments under the equity method of accounting utilizing the Hypothetical Liquidation at Book Value (HLBV) method. In exchange for our non-controlling interests, we made capital contributions of approximately \$236 million and \$222 million, which were recorded to other assets in our December 31, 2024 and 2023 consolidated balance sheets, respectively. During 2024 and 2023, we decreased the carrying value of these investments by approximately \$254 million and \$102 million, respectively, as a result of cash distributions and our share of income and loss pursuant to the terms of the limited liability company agreements. Additionally, our tax provisions reflect benefits of approximately \$222 million and \$87 million for the years end December 31, 2024 and 2023, respectively, due to the tax credits related to these investments. For further discussion of the income tax benefits, refer to Note 11, *Income Taxes*, in Part II, Item 8 of this Annual Report on Form 10-K for the year ended December 31, 2024.

In 2024, we acquired a non-controlling equity interest in a joint venture with a landfill gas-to-energy developer to construct a number of renewable natural gas projects at certain of our landfill locations in Illinois. During the year ended December 31, 2024, we invested \$35 million in the joint venture. Additionally, our tax provision reflects a benefit of approximately \$8 million for the year ended December 31, 2024 related to these qualified investments in renewable natural gas projects. This investment is an unconsolidated variable interest entity (VIE) for which we do not have the power to direct the significant activities of the business, and it is accounted for under the equity method of accounting. Our risk of loss is materially consistent with our contributions to-date.

In 2024, we acquired a non-controlling equity interest in a thermal processing facility that treats and recycles contaminated soil, hazardous and non-hazardous waste, and contaminated water to expand our environmental services offerings in Canada. During the year ended December 31, 2024 we invested \$27 million in the joint venture. The investment is accounted for under the equity method of accounting.

In 2022, we acquired a non-controlling equity interest in a joint venture with a landfill gas-to-energy developer to construct a number of renewable natural gas projects at our landfills across the United States. Certain of these investments qualified for investment tax credits under Section 48 of the Internal Revenue Code. As of December 31, 2024 and 2023, we had invested approximately \$270 million and \$170 million, respectively, in the joint venture. During the years ended December 31, 2024, 2023 and 2022, we contributed \$98 million, \$68 million and \$137 million, respectively, in the joint venture. Additionally, our tax provision reflects a benefit of approximately \$6 million for the year ended December 31, 2024 related to these qualified investments in renewable natural gas projects. The investment is accounted for under the equity method of accounting.

In 2022, we acquired a non-controlling equity interest in a joint venture with Ravago, Blue Polymers, LLC, intended to help create vertical integration in the recycling market, and to further advance circularity by acquiring all olefins produced by the Company's Polymer Centers and produce custom blended pellets for food-grade and non-food-grade packaging. As of December 31, 2024 and 2023, we had invested approximately \$55 million and \$19 million, respectively, in the joint venture. During the years ended December 31, 2024, 2023 and 2022, we contributed \$38 million, \$9 million and \$10 million, respectively, in the joint venture. This investment is an unconsolidated variable interest entity (VIE) for which we do not have the power to direct the significant activities of the business, and it is accounted for under the equity method of accounting. Our risk of loss is materially consistent with our contributions to-date.

Restructuring Charges

In 2024, 2023 and 2022 we incurred restructuring charges of \$29 million, \$33 million, \$27 million, respectively. The 2024 charges primarily related to the redesign of our asset management, and customer and order management software systems. Of the 2023 charges, \$9 million related to early termination of certain leases and \$24 million related to the redesign of our asset management, and customer and order management software systems. The 2022 charges primarily related to the redesign of our general ledger, budgeting and procurement enterprise resource planning systems. We paid \$25 million, \$39 million, and \$20 million during 2024, 2023 and 2022, respectively, related to these restructuring efforts.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
4. PROPERTY AND EQUIPMENT, NET

A summary of property and equipment, net as of December 31 follows:

	2024	2023
Land	\$ 897	\$ 878
Landfill development costs	10,518	9,911
Vehicles and equipment	10,998	10,232
Buildings and improvements	2,119	1,922
Construction-in-progress – landfill	437	350
Construction-in-progress – other	575	554
	<u>\$ 25,544</u>	<u>\$ 23,847</u>
Less: accumulated depreciation, depletion and amortization		
Landfill development costs	\$ (6,031)	\$ (5,516)
Vehicles and equipment	(6,692)	(6,148)
Buildings and improvements	(944)	(832)
	<u>(13,667)</u>	<u>(12,496)</u>
Property and equipment, net	<u>\$ 11,877</u>	<u>\$ 11,351</u>

Depreciation, depletion and amortization of property and equipment was \$1,517 million, \$1,368 million and \$1,246 million for the years ended December 31, 2024, 2023 and 2022, respectively.

5. GOODWILL AND OTHER INTANGIBLE ASSETS, NET
Goodwill

A summary of the activity and balances in goodwill accounts by reporting segment follows:

	Balance as of December 31, 2023	Acquisitions	Divestitures	Adjustments and Other	Balance as of December 31, 2024
Group 1	\$ 7,312	\$ 161	\$ —	\$ 19	\$ 7,492
Group 2	6,445	—	—	(7)	6,438
Group 3	2,077	15	—	(40)	2,052
Total	<u>\$ 15,834</u>	<u>\$ 176</u>	<u>\$ —</u>	<u>\$ (28)</u>	<u>\$ 15,982</u>

	Balance as of December 31, 2022	Acquisitions	Divestitures	Adjustments and Other	Balance as of December 31, 2023
Group 1	\$ 6,638	\$ 675	\$ —	\$ (1)	\$ 7,312
Group 2	6,238	208	(2)	1	6,445
Group 3	1,575	275	—	227	2,077
Total	<u>\$ 14,451</u>	<u>\$ 1,158</u>	<u>\$ (2)</u>	<u>\$ 227</u>	<u>\$ 15,834</u>

Adjustments to acquisitions during the year ended December 31, 2024 primarily related to changes in our valuation of property, plant and equipment and customer list intangible assets acquired as a result of obtaining new information regarding the acquisitions that closed in 2023. Adjustments to acquisitions during the year ended December 31, 2023 primarily related to changes in our valuation of tangible assets acquired and certain environmental liabilities assumed in connection with our acquisition of US Ecology.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
Other Intangible Assets, Net

Other intangible assets, net, includes values assigned to customer relationships, non-compete agreements and trade names, and are amortized over periods ranging from 1 to 15 years. A summary of the activity and balances by intangible asset type follows:

	Gross Intangible Assets				Accumulated Amortization				Other Intangible Assets, Net as of December 31, 2024
	Balance as of December 31, 2023	Acquisitions	Adjustments and Other	Balance as of December 31, 2024	Balance as of December 31, 2023	Additions Charged to Expense	Adjustments and Other	Balance as of December 31, 2024	
Customer relationships	\$ 632	\$ 38	\$ 20	\$ 690	\$ (166)	\$ (69)	\$ 20	\$ (215)	\$ 475
Other intangible assets	53	6	32	91	(23)	(10)	13	(20)	71
Total	\$ 685	\$ 44	\$ 52	\$ 781	\$ (189)	\$ (79)	\$ 33	\$ (235)	\$ 546

	Gross Intangible Assets				Accumulated Amortization				Other Intangible Assets, Net as of December 31, 2023
	Balance as of December 31, 2022	Acquisitions	Adjustments and Other	Balance as of December 31, 2023	Balance as of December 31, 2022	Additions Charged to Expense	Adjustments and Other	Balance as of December 31, 2023	
Customer relationships	\$ 1,013	\$ 197	\$ (578)	\$ 632	\$ (709)	\$ (54)	\$ 597	\$ (166)	\$ 466
Other intangible assets	145	7	(99)	53	(102)	(12)	91	(23)	30
Total	\$ 1,158	\$ 204	\$ (677)	\$ 685	\$ (811)	\$ (66)	\$ 688	\$ (189)	\$ 496

Based on the amortizable intangible assets recorded in the consolidated balance sheet as of December 31, 2024, amortization expense for each of the next five years is estimated as follows:

2025	\$ 78
2026	\$ 74
2027	\$ 67
2028	\$ 64
2029	\$ 58

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
6. OTHER ASSETS
Prepaid Expenses and Other Current Assets

A summary of prepaid expenses and other current assets as of December 31 follows:

	2024	2023
Prepaid expenses	\$ 127	\$ 123
Income taxes receivable	124	126
Parts and supplies	98	98
Other non-trade receivables	96	63
Reinsurance receivable	30	35
Prepaid fees for cloud-based hosting arrangements, current	27	17
Other	9	11
Total	<u>\$ 511</u>	<u>\$ 473</u>

Other Assets

A summary of other assets as of December 31 follows:

	2024	2023
Investments	\$ 637	\$ 469
Operating right-of-use lease assets	232	238
Deferred compensation plan	125	113
Prepaid fees and capitalized implementation costs for cloud-based hosting arrangements	123	68
Reinsurance receivable	86	92
Deferred contract costs and sales commissions	82	83
Derivative and hedging assets	55	74
Amounts recoverable for capping, closure and post-closure obligations	24	22
Other	19	25
Total	<u>\$ 1,383</u>	<u>\$ 1,184</u>

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
7. OTHER LIABILITIES
Other Accrued Liabilities

A summary of other accrued liabilities as of December 31 follows:

	2024	2023
Accrued payroll and benefits	\$ 339	\$ 351
Insurance reserves, current	220	217
Accrued fees and taxes	204	194
Accrued dividends	181	168
Operating right-of-use lease liabilities, current	55	55
Ceded insurance reserves, current	30	35
Contingent purchase price and acquisition holdbacks	14	17
Accrued professional fees and legal settlement reserves	12	18
Other	121	117
Total	<u>\$ 1,176</u>	<u>\$ 1,172</u>

Other Long-Term Liabilities

A summary of other long-term liabilities as of December 31 follows:

	2024	2023
Operating right-of-use lease liabilities	\$ 189	\$ 195
Deferred compensation plan liability	120	115
Ceded insurance reserves	86	92
Derivative and hedging liabilities	72	71
Contingent purchase price and acquisition holdbacks	60	59
Withdrawal liability - multiemployer pension funds	19	20
Other	42	43
Total	<u>\$ 588</u>	<u>\$ 595</u>

Insurance Reserves

Our liabilities for unpaid and incurred but not reported claims as of December 31, 2024 and 2023 (which include claims for workers' compensation, commercial general and auto liability and employee-related health care benefits) were \$622 million and \$566 million, respectively, under our risk management program and are included in other accrued liabilities and insurance reserves, net of current portion, in our consolidated balance sheets. While the ultimate amount of claims incurred depends on future developments, we believe the recorded reserves are adequate to cover the future payment of claims; however, it is possible that these recorded reserves may not be adequate to cover the future payment of claims. Adjustments, if any, to estimates recorded resulting from ultimate claim payments will be reflected in our consolidated statements of income in the periods in which such adjustments are known.

The following table summarizes the activity in our insurance reserves for the years ended December 31:

	2024	2023	2022
Balance at beginning of year	\$ 566	\$ 503	\$ 497
Additions charged to expense	671	656	565
Payments	(701)	(636)	(594)
Premium written for third party risk assumed	86	43	35
Balance at end of year	622	566	503
Less: current portion	(220)	(217)	(188)
Long-term portion	<u>\$ 402</u>	<u>\$ 349</u>	<u>\$ 315</u>

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
8. LANDFILL AND ENVIRONMENTAL COSTS

As of December 31, 2024, we owned or operated 208 active landfills with total available disposal capacity estimated to be 5 billion in-place cubic yards. Additionally, we have post-closure responsibility for 125 closed landfills.

Accrued Landfill and Environmental Costs

A summary of our accrued landfill asset retirement obligations and environmental liabilities as of December 31 follows:

	2024	2023
Landfill final capping, closure and post-closure liabilities	\$ 2,144	\$ 1,937
Environmental remediation	447	485
Total accrued landfill and environmental costs	2,591	2,422
Less: current portion	(159)	(141)
Long-term portion	<u>\$ 2,432</u>	<u>\$ 2,281</u>

Final Capping, Closure and Post-Closure Costs

The following table summarizes the activity in our asset retirement obligations, which includes liabilities for final capping, closure and post-closure, for the years ended December 31:

	2024	2023	2022
Asset retirement obligations, beginning of year	\$ 1,937	\$ 1,786	\$ 1,507
Non-cash additions	61	61	60
Acquisitions, net of divestitures and other adjustments	4	12	175
Asset retirement obligation adjustments	91	41	20
Payments	(56)	(61)	(65)
Accretion expense	107	98	89
Asset retirement obligations, end of year	2,144	1,937	1,786
Less: Current portion	(96)	(72)	(75)
Long-term portion	<u>\$ 2,048</u>	<u>\$ 1,865</u>	<u>\$ 1,711</u>

We review annually, in the fourth quarter, and update as necessary, our estimates of asset retirement obligations. As a result, we increased amortization expense by \$13 million, \$5 million and \$6 million for the years ended December 31, 2024, 2023 and 2022, respectively, primarily related to changes in estimates and assumptions concerning the anticipated waste flow, cost and timing of future final capping, closure and post-closure activities.

The expected future payments for final capping, closure and post-closure as of December 31, 2024 follows:

2025	\$ 96
2026	108
2027	102
2028	97
2029	112
Thereafter	7,758
	<u>\$ 8,273</u>

The estimated remaining final capping, closure and post-closure expenditures presented above are not inflated and not discounted and reflect the total estimated future payments for liabilities which include those incurred and recorded as of December 31, 2024 as well as liabilities yet to be incurred over the remaining life of our landfills.

Environmental Remediation Liabilities

We accrue for remediation costs when they become probable and can be reasonably estimated. There can sometimes be a range of reasonable estimates of the costs associated with remediation of a site. In these cases, we use the amount within the range that constitutes our best estimate. If no amount within the range appears to be a better estimate than any other, we use the amount that is at the low end of such range. It is reasonably possible that we will need to adjust the liabilities recorded for remediation to reflect the effects of new or additional information, to the extent such information impacts the costs, timing or

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

duration of the required actions. If we used the reasonably possible high ends of our ranges, our aggregate potential remediation liability as of December 31, 2024 would be approximately \$273 million higher than the amounts recorded. Future changes in our estimates of the cost, timing or duration of the required actions could have a material adverse effect on our consolidated financial position, results of operations and cash flows.

The following table summarizes the activity in our environmental remediation liabilities for the years ended December 31:

	2024	2023	2022
Environmental remediation liabilities, beginning of year	\$ 485	\$ 487	\$ 455
Net additions charged to expense	7	2	3
Payments	(62)	(55)	(55)
Accretion expense (non-cash interest expense)	17	18	17
Acquisitions, net of divestitures and other adjustments	—	33	67
Environmental remediation liabilities, end of year	447	485	487
Less: current portion	(63)	(69)	(57)
Long-term portion	\$ 384	\$ 416	\$ 430

The expected undiscounted future payments for remediation costs as of December 31, 2024 follows:

2025	\$ 63
2026	59
2027	46
2028	46
2029	28
Thereafter	256
	<u>\$ 498</u>

The following is a discussion of certain of our significant remediation matters:

Bridgeton Landfill. During the year ended December 31, 2024, we paid \$12 million related to management and monitoring of the remediation area for our closed Bridgeton Landfill in Missouri. We continue to work with state and federal regulatory agencies on our remediation efforts. From time to time, this may require us to modify our future operating timeline and procedures, which could result in changes to our expected liability. As of December 31, 2024, the remediation liability recorded for this site was \$62 million, of which approximately \$11 million is expected to be paid during 2025.

West Lake Landfill Superfund Site. Our subsidiary Bridgeton Landfill, LLC is one of several currently designated Potentially Responsible Parties for the West Lake Landfill Superfund site (West Lake) in Missouri. On September 27, 2018, the United States Environmental Protection Agency (EPA) issued a Record of Decision Amendment for West Lake that includes a total undiscounted cost estimate of \$229 million over a four to five year design and construction timeline. On March 11, 2019, the EPA issued special notice letters under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) to Bridgeton Landfill, LLC and the other currently designated Potentially Responsible Parties to initiate negotiations to implement the remedy. On January 17, 2025, the EPA issued an Explanation of Significant Differences (ESD) applying the prior Record of Decision Amendment to an increased number of acres at the site found to contain radiologically-impacted material. The ESD includes a revised undiscounted cost estimate of \$392 million. At this time we are neither able to predict the final design of that remedy, nor estimate how much of the future response costs of the site our subsidiary may agree or be required to pay. During any subsequent administrative proceedings or litigation, our subsidiary will vigorously contest liability for the costs of remediating radiologically-impacted materials generated on behalf of the federal government during the Manhattan Project and delivered to the site by an Atomic Energy Commission licensee and its subcontractor. However, subsequent events related to remedy design, divisibility, or allocation may require us to modify our expected remediation liability.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
9. DEBT

The carrying value of our credit facilities, finance leases and long-term debt as of December 31, 2024 and 2023 is listed in the following table, and is adjusted for unamortized discounts, deferred issuance costs and the unamortized portion of adjustments to fair value recorded in purchase accounting. Original issue discounts and adjustments to fair value recorded in purchase accounting are amortized to interest expense over the term of the applicable instrument using the effective interest method.

		December 31, 2024			December 31, 2023		
Maturity	Interest Rate	Principal	Adjustments	Carrying Value	Principal	Adjustments	Carrying Value
Credit facilities:							
Uncommitted Credit Facility	Variable	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
The Credit Facility	Variable	514	—	514	297	—	297
Term Loan	Variable	—	—	—	500	—	500
Commercial Paper	Variable	477	—	477	496	(1)	495
Senior notes:							
August 2024	2.500	—	—	—	900	(1)	899
March 2025	3.200	500	—	500	500	(1)	499
November 2025	0.875	350	—	350	350	(1)	349
July 2026	2.900	500	(1)	499	500	(2)	498
November 2027	3.375	650	(2)	648	650	(3)	647
May 2028	3.950	800	(7)	793	800	(9)	791
April 2029	4.875	750	(6)	744	750	(7)	743
November 2029	5.000	400	(4)	396	—	—	—
March 2030	2.300	600	(4)	596	600	(4)	596
February 2031	1.450	650	(5)	645	650	(6)	644
February 2032	1.750	750	(5)	745	750	(5)	745
March 2033	2.375	700	(6)	694	700	(6)	694
December 2033	5.000	650	(9)	641	650	(9)	641
April 2034	5.000	800	(10)	790	800	(11)	789
November 2034	5.200	500	(6)	494	—	—	—
March 2035	6.086	182	(11)	171	182	(12)	170
March 2040	6.200	400	(3)	397	400	(3)	397
May 2041	5.700	386	(5)	381	386	(5)	381
March 2050	3.050	400	(7)	393	400	(7)	393
Debentures:							
September 2035	7.400	148	(27)	121	148	(29)	119
Tax-exempt:							
2026 - 2053	3.375 - 4.375	1,418	(9)	1,409	1,289	(8)	1,281
Finance leases and other:							
2025 - 2063	1.726 - 9.750	315	—	315	251	—	251
Total Debt		<u>\$ 12,840</u>	<u>\$ (127)</u>	12,713	<u>\$ 12,949</u>	<u>\$ (130)</u>	12,819
Less: current portion				(862)	(932)		
Long-term portion				\$ 11,851	\$ 11,887		

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
Future Maturities of Debt

Aggregate principal maturities of notes payable, finance leases and other long-term debt as of December 31, 2024 follow:

2025	\$	862
2026		594
2027		663
2028		844
2029		2,179
Thereafter		7,698
	\$	<u>12,840</u>

Credit Facilities
Uncommitted Credit Facility

In January 2022, we entered into a \$200 million unsecured uncommitted revolving credit facility (the Uncommitted Credit Facility). The Uncommitted Credit Facility bears interest at an annual percentage rate to be agreed upon by both parties. Borrowings under the Uncommitted Credit Facility can be used for working capital, letters of credit and other general corporate purposes. The agreement governing our Uncommitted Credit Facility requires us to comply with certain covenants. The Uncommitted Credit Facility may be terminated by either party at any time. As of December 31, 2024 and 2023, we had no borrowings outstanding under our Uncommitted Credit Facility.

The Credit Facility

In July 2024, we and our subsidiary, USE Canada Holdings, Inc. (the Canadian Borrower) entered into the Second Amended and Restated Credit Agreement (the Credit Facility) which amends and restates the unsecured revolving credit facility we entered into in August 2021. The total outstanding principal amount that we may borrow under the Credit Facility may not exceed the current aggregate lenders' commitments of \$3.5 billion, and borrowings under the Credit Facility mature in July 2029. As permitted by the Credit Facility, we have the right to request two one-year extensions of the maturity date, but none of the lenders are committed to participate in such extensions. The Credit Facility also includes a feature that allows us to increase availability, at our option, by an aggregate amount of up to \$1.0 billion through increased commitments from existing lenders or the addition of new lenders.

All loans to the Canadian Borrower and all loans denominated in Canadian dollars cannot exceed \$1.0 billion (the Canadian Sublimit). The Canadian Sublimit is part of, and not in addition to, the aggregate commitments under the Credit Facility.

Borrowings under the Credit Facility in United States dollars bear interest at a Base Rate, a daily floating SOFR or a term SOFR plus a current applicable margin of 0.920% based on our Debt Ratings (all as defined in the Credit Facility agreement). The Canadian dollar-denominated loans bear interest based on the Canadian Prime Rate or the Canadian Dollar Offered Rate plus a current applicable margin of 0.920% based on our Debt Ratings. As of December 31, 2024, C\$232 million was outstanding against the Canadian Sublimit, with a weighted average interest rate of 5.309%.

The Credit Facility is subject to facility fees based on applicable rates defined in the Credit Facility agreement and the aggregate commitment, regardless of usage. The Credit Facility can be used for working capital, capital expenditures, acquisitions, letters of credit and other general corporate purposes. The Credit Facility agreement requires us to comply with financial and other covenants. We may pay dividends and repurchase common stock if we are in compliance with these covenants.

We had \$514 million and \$297 million outstanding under our Credit Facility as of December 31, 2024 and 2023, respectively. We had \$317 million and \$337 million of letters of credit outstanding under our Credit Facility as of December 31, 2024 and 2023, respectively. We also had \$477 million and \$495 million of principal borrowings outstanding (net of related discount on issuance) under our commercial paper program as of December 31, 2024 and 2023, respectively. As a result, availability under our Credit Facility was \$2,192 million and \$2,371 million as of December 31, 2024 and 2023, respectively.

Term Loan Facility

On April 29, 2022, we entered into a \$1 billion Term Loan Facility, which bore interest at a base rate or a forward-looking SOFR, plus an applicable margin based on our debt ratings. We had \$500 million of borrowings outstanding under the Term Loan Facility as of December 31, 2023. During the year ended December 31, 2024, we repaid the remaining balance of the Term Loan Facility.

REPUBLIC SERVICES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)*****Commercial Paper Program***

In May 2022, we entered into a commercial paper program for the issuance and sale of unsecured commercial paper in an aggregate principal amount not to exceed \$500 million outstanding at any one time (the Commercial Paper Cap). In August 2022, the Commercial Paper Cap was increased to \$1.0 billion, and in October 2023, was increased to \$1.5 billion. The weighted average interest rate for borrowings outstanding as of December 31, 2024 is 4.646% with a weighted average maturity of approximately 18 days.

We had \$477 million and \$496 million principal value of commercial paper issued and outstanding under the program as of December 31, 2024 and 2023, respectively. In the event of a failed re-borrowing, we currently have availability under our Credit Facility to fund amounts currently borrowed under the commercial paper program until they are re-borrowed successfully. Accordingly, we have classified these borrowings as long-term in our consolidated balance sheet as of December 31, 2024 and 2023, respectively.

Senior Notes and Debentures

In March 2023, we issued \$400 million of 4.875% senior notes due 2029 (the Existing 2029 Notes) and \$800 million of 5.000% senior notes due 2034 (the 2034 Notes, and together with the Existing 2029 Notes, the Notes). The Notes are unsecured and unsubordinated and rank equally with our other unsecured obligations. We used the proceeds from the Notes for general corporate purposes, including the repayment of a portion of amounts outstanding under the Uncommitted Credit Facility, the Commercial Paper Program, the Credit Facility, and the Term Loan Facility. As a result of the Term Loan Facility repayment, we incurred a non-cash loss on the early extinguishment of debt related to the ratable portion of unamortized deferred issuance costs of less than \$1 million.

In December 2023, we issued an additional \$350 million of 4.875% senior notes due 2029 (the New 2029 Notes, and together with the Existing 2029 Notes, the 2029 Notes). After giving effect to the issuance of the New 2029 Notes, \$750 million in aggregate principal amount of the 2029 Notes is outstanding. The New 2029 Notes are fungible with the Existing 2029 Notes, and taken together, the 2029 Notes are treated as a single series.

In December 2023, we also issued \$650 million of 5.000% senior notes due 2033 (the 2033 Notes). The proceeds of the 2033 Notes were used for general corporate purposes, including the repayment of a portion of amounts outstanding under the Uncommitted Credit Facility, the Commercial Paper Program, the Credit Facility, and the Term Loan Facility.

In June 2024, we issued \$400 million of 5.000% senior notes due 2029 and \$500 million of 5.200% senior notes due 2034. We used the proceeds from the June 2024 notes issuance for general corporate purposes, including the repayment of a portion of amounts outstanding under the Commercial Paper Program and the Credit Facility; and repayment of the remaining amount outstanding under the Term Loan Facility and the Uncommitted Credit Facility.

Our senior notes and debentures are general unsecured and unsubordinated obligations and rank equally with our other unsecured obligations.

Tax-Exempt Financings

As of December 31, 2024, we had \$1,409 million of fixed and variable rate tax-exempt financings outstanding, with maturities ranging from 2026 to 2053. As of December 31, 2023, we had \$1,281 million of fixed and variable rate tax-exempt financings outstanding, with maturities ranging from 2024 to 2053.

In June 2024, the Mission Economic Development Corporation issued, for our benefit, \$50 million in principal amount of Solid Waste Disposal Revenue Bonds. The proceeds from the issuance, after deferred issuance costs, were used to fund the acquisition, construction, improvement, installation, and/or equipping of certain solid waste disposal facilities located within Texas.

In both March 2024 and September 2023, the California Municipal Finance Authority issued, for our benefit, \$100 million in principal amount of Solid Waste Disposal Revenue Bonds. The proceeds from the issuances, after deferred issuance costs, were used to fund the acquisition, construction, improvement, installation, and/or equipping of certain solid waste disposal facilities located within California.

The initial remarketing period for the above Mission Economic Development Corporation and California Municipal Finance Authority tax-exempt financings is 10 years. Our remaining tax-exempt financings are remarketed either quarterly or semiannually by remarketing agents to effectively maintain a variable yield. The holders of the bonds can put them back to the remarketing agents at the end of each interest period. If the remarketing agents are unable to remarket our bonds, the remarketing agents can put the bonds to us. In the event of a failed remarketing, we currently have availability under our Credit Facility to fund these bonds until they are remarketed successfully. Accordingly, we classified these borrowings as long-term in our consolidated balance sheets as of December 31, 2024 and December 31, 2023.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
Finance Leases and Other

As of December 31, 2024, we had finance lease liabilities of \$315 million with maturities ranging from 2025 to 2063. As of December 31, 2023, we had finance lease liabilities of \$251 million with maturities ranging from 2024 to 2063.

As of December 31, 2024, finance leases and other included \$53 million related to the construction of an office building located in Phoenix, Arizona, which has been accounted for as a financing obligation. The amount is recorded within long-term debt, net of current maturities.

Interest Paid

Interest paid, excluding net swap settlements for our fair value hedges, was \$487 million, \$423 million and \$312 million for the years ended December 31, 2024, 2023 and 2022, respectively.

10. LEASES

A summary of the lease classification on our consolidated balance sheet as of December 31, 2024 and 2023 follows:

		2024	2023
Assets			
Operating right-of-use lease assets	Other assets	\$ 232	\$ 238
Finance lease assets	Property and equipment, net	294	287
Total leased assets		<u>\$ 526</u>	<u>\$ 525</u>
Liabilities			
Current			
Operating	Other accrued liabilities	\$ 55	\$ 55
Finance	Notes payable and current maturities of long-term debt	13	13
Long-term			
Operating	Other long-term liabilities	189	195
Finance	Long-term debt, net of current maturities	249	238
Total lease liabilities		<u>\$ 506</u>	<u>\$ 501</u>

A summary of the lease cost reflected in our consolidated statements of income for the years ended December 31, 2024 and 2023 follows:

		2024	2023
Operating lease cost			
Fixed lease cost	Cost of operations	\$ 50	\$ 60
Short-term lease cost	Cost of operations	105	89
Variable lease cost	Cost of operations	26	27
Finance lease cost			
Amortization of leased assets	Depreciation, depletion and amortization	17	16
Interest on lease liabilities	Interest expense	9	9
Variable lease cost	Interest expense	26	22
Total lease cost		<u>\$ 233</u>	<u>\$ 223</u>

During the years ended December 31, 2024 and 2023, we recognized changes in our operating right-of-use lease liabilities and assets, resulting from the recognition of non-cash lease expense of \$46 million and \$48 million, respectively.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

As of December 31, 2024, maturities for operating and finance lease liabilities were as follows:

	Operating Leases	Finance Leases	Total
2025	\$ 61	\$ 22	\$ 83
2026	52	20	72
2027	42	19	61
2028	34	20	54
2029	27	18	45
Thereafter	53	346	399
Total lease payments	269	445	714
Less: interest	(25)	(183)	(208)
Present value of lease liabilities	<u>\$ 244</u>	<u>\$ 262</u>	<u>\$ 506</u>

A summary of the weighted-average remaining lease term and weighted-average discount rate as of December 31, 2024 and 2023 follows:

	2024	2023
Weighted-average remaining lease term (years)		
Operating leases	6.1	6.9
Finance leases	27.8	27.1
Weighted-average discount rate		
Operating leases	3.3 %	2.9 %
Finance leases	4.3 %	4.4 %

Supplemental cash flow and other non-cash information for the years ended December 31, 2024 and 2023 follow:

	2024	2023
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	\$ 181	\$ 177
Operating cash flows from finance leases	\$ 35	\$ 31
Financing cash flows from finance leases	\$ 10	\$ 12
Leased assets obtained in exchange for new finance lease liabilities	\$ 25	\$ 17
Leased assets obtained in exchange for new operating lease liabilities	\$ 44	\$ 33

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
11. INCOME TAXES

The components of the provision for income taxes for the years ended December 31 follow:

	2024	2023	2022
Current:			
Federal	\$ 207	\$ 281	\$ 72
State	120	109	82
Deferred:			
Federal	55	72	164
State	32	29	17
Uncertain tax positions and interest and other	(26)	(31)	9
Provision for income taxes	<u>\$ 388</u>	<u>\$ 460</u>	<u>\$ 344</u>

The reconciliations of the statutory federal income tax rate to our effective tax rate for the years ended December 31 follow:

	2024	2023	2022
Federal statutory rate	21.0 %	21.0 %	21.0 %
State income taxes, net of federal benefit	4.8	4.4	4.6
Non-deductible expenses	0.8	1.2	1.1
Uncertain tax position taxes and interest	(0.3)	(0.8)	0.2
Investment tax credits	(9.9)	(4.0)	(7.6)
Other, net	(0.4)	(0.8)	(0.5)
Effective income tax rate	<u>16.0 %</u>	<u>21.0 %</u>	<u>18.8 %</u>

During 2024, we acquired non-controlling interests in limited liability companies established to own renewable energy assets that qualified for investment tax credits under Section 48 of the Internal Revenue Code. We account for these investments under the equity method of accounting utilizing the HLBV method and recognize our share of income or loss and other reductions in the value of our investment in loss from unconsolidated equity method investments within our consolidated statements of income. For further discussion regarding our equity method accounting, see Note 3, *Business Acquisitions, Investments and Restructuring Charges*. Our 2024 tax provision reflects a benefit of \$222 million due to the tax credits related to these investments.

We also made qualified investments in renewable natural gas projects and commercial electric vehicles during 2024 which, due to tax credits, reduced our tax provision by approximately \$18 million.

Our 2023 tax provision was reduced by \$87 million related to the tax credits from our non-controlling interests in limited liability companies established to own renewable energy assets.

In addition, during 2023 we resolved IRS examinations for our 2014 to 2018 tax years, that in the aggregate, reduced our tax provision by approximately \$21 million.

Our 2022 tax provision was reduced by \$139 million related to the tax credits from our non-controlling interests in limited liability companies established to own renewable energy assets.

During 2022, the Inflation Reduction Act (IRA) was signed into law. We continue to evaluate the IRA and additional regulations as they are released by the U.S. Treasury.

With respect to various energy credits in the IRA, we expect to benefit in subsequent years for credits related to commercial electric vehicles, carbon capture and renewable natural gas. Additional benefits may be identified as subsequent guidance is released by the U.S. Treasury and/or additional climate technologies are identified or advanced in future years.

We made income tax payments (net of refunds) of \$313 million, \$343 million and \$185 million for 2024, 2023, and 2022, respectively. Income taxes paid in 2024, 2023, and 2022 reflect benefits from tax credits from our continuing investments in qualified renewable energy projects.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

The components of the net deferred income tax asset and liability as of December 31 follow:

	2024	2023
Deferred tax liabilities relating to:		
Differences between book and tax basis of property and equipment	\$ (1,258)	\$ (1,229)
Difference between book and tax basis of intangible assets	(637)	(583)
Operating right-of-use lease assets	(57)	(59)
Basis difference due to redemption of partnership interests	(82)	(82)
Total deferred tax liabilities	\$ (2,034)	\$ (1,953)
Deferred tax assets relating to:		
Environmental reserves	\$ 218	\$ 236
Accruals not currently deductible	105	105
Net operating loss carryforwards	61	75
Difference between book and tax basis of other assets	48	14
Operating right-of-use lease liabilities	59	60
Other	15	17
Total deferred tax assets	506	507
Valuation allowance	(51)	(49)
Net deferred tax asset	455	458
Net overall deferred tax liability	\$ (1,579)	\$ (1,495)

Changes in the deferred tax valuation allowance for the years ended December 31 follow:

	2024	2023	2022
Valuation allowance, beginning of year	\$ 49	\$ 44	\$ 44
Additions charged to provision for income taxes	6	3	2
Deferred tax assets realized or written-off	—	—	(6)
Other, net	(4)	2	4
Valuation allowance, end of year	\$ 51	\$ 49	\$ 44

We have deferred tax assets related to state net operating loss carryforwards. We provide a partial valuation allowance due to uncertainty surrounding the future utilization of these carryforwards in the taxing jurisdictions where the loss carryforwards exist. When determining the need for a valuation allowance, we consider all positive and negative evidence, including recent financial results, scheduled reversals of deferred tax liabilities, projected future taxable income and tax planning strategies. The weight given to the positive and negative evidence is commensurate with the extent such evidence can be objectively verified. We adjust the valuation allowance in the period management determines it is more likely than not that deferred tax assets will or will not be realized.

The majority of our valuation allowance is associated with state loss carryforwards. The realization of our deferred tax asset for state loss carryforwards ultimately depends upon the existence of sufficient taxable income in the appropriate state taxing jurisdictions in future periods. We continue to regularly monitor both positive and negative evidence in determining the ongoing need for a valuation allowance.

We have deferred tax assets related to state net operating loss carryforwards with an estimated tax effect of \$50 million available as of December 31, 2024. These state net operating loss carryforwards expire at various times between 2025 and 2044. We believe that it is more likely than not that the benefit from some of our state net operating loss carryforwards will not be realized due to limitations on these loss carryforwards in certain states. In recognition of this risk, as of December 31, 2024, we have provided a valuation allowance of \$45 million.

We are subject to income tax in the United States, as well as income tax in multiple state and foreign jurisdictions. Income tax in our foreign jurisdictions is not material for all years presented. Our compliance with income tax rules and regulations is periodically audited by tax authorities. These authorities may challenge the positions taken in our tax filings. Thus, to provide for certain potential tax exposures, we maintain liabilities for uncertain tax positions for our estimate of the final outcome of the examinations. Our federal statute of limitations applicable to our federal tax returns is closed through 2020. The federal statute of limitations applicable to an acquired subsidiary is closed through 2019. In addition, we are currently under state examination or administrative review in various jurisdictions for tax years 2012 through 2023.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

The following table summarizes the activity in our gross unrecognized tax benefits for the years ended December 31:

	2024	2023	2022
Balance at beginning of year	\$ 42	\$ 111	\$ 102
Additions for tax positions of current year	—	1	7
Additions for tax positions of prior years	1	3	2
Reductions for tax positions of prior years	(5)	(7)	—
Reductions for tax positions resulting from lapse of statute of limitations	(1)	—	—
Settlements	(9)	(66)	—
Balance at end of year	<u>\$ 28</u>	<u>\$ 42</u>	<u>\$ 111</u>

Included in our gross unrecognized tax benefits as of December 31, 2024, 2023 and 2022 are \$22 million, \$33 million and \$97 million, respectively, of unrecognized tax benefits (net of the federal benefit) that, if recognized, would affect our effective income tax rate in future periods. However, we are unable to estimate the resolution of these matters over the next 12 months.

During 2023, we settled our 2014-2018 tax years with the Internal Revenue Service. These settlements reduced our gross unrecognized tax benefits by \$66 million.

We recognize interest and penalties as incurred within the provision for income taxes in our consolidated statements of income. Related to the unrecognized tax benefits previously noted, we recorded a reduction to interest expense of \$6 million during 2024 and, in total as of December 31, 2024, have recognized a liability for penalties of \$1 million and interest of \$5 million. During 2023, we recorded interest expense of \$1 million and, in total as of December 31, 2023, had recognized a liability for interest of \$14 million. During 2022, we recorded interest expense of \$1 million and, in total as of December 31, 2022, had recognized a liability for interest of \$15 million.

We believe the recorded liabilities for uncertain tax positions are adequate. However, a significant assessment against us in excess of the liabilities recorded could have a material adverse effect on our consolidated financial position, results of operations and cash flows.

12. EMPLOYEE BENEFIT PLANS

Stock-Based Compensation

In October 2020, our Board of Directors amended and restated the Republic Services, Inc. Executive Incentive Plan (the 2021 Plan) to remove references to the performance-based compensation exception that was previously permitted but is no longer applicable under Section 162(m) of the Internal Revenue Code. The purposes of the 2021 Plan are to promote the success of the Company; to provide designated Executive Officers with an opportunity to receive incentive compensation dependent upon that success; and to attract, retain and motivate such individuals. We currently have approximately 11 million shares of common stock reserved for future grants under the 2021 Plan.

In February 2007, our Board of Directors approved the 2007 Stock Incentive Plan (the 2007 Plan); in May 2007 our shareholders approved the 2007 Plan. In March 2011, our Board of Directors approved the Amended and Restated 2007 Stock Incentive Plan (the Amended and Restated 2007 SIP); in May 2011 our shareholders approved the Amended and Restated 2007 SIP. In March 2013, our Board of Directors approved the Republic Services, Inc. Amended and Restated 2007 Stock Incentive Plan (the Republic Amended and Restated 2007 SIP); in May 2013 our shareholders approved the Republic Amended and Restated 2007 SIP (the 2007 Plan, the Amended and Restated 2007 SIP and the Republic Amended and Restated 2007 SIP are collectively referred to as the Amended and Restated 2007 Stock Incentive Plan). No further awards will be made under the Amended and Restated 2007 Stock Incentive Plan.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
Restricted Stock Units

The following table summarizes restricted stock unit (RSU) activity for the years ended December 31, 2024, 2023 and 2022:

	Number of RSUs (in thousands)	Weighted- Average Grant Date Fair Value per Share	Weighted- Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (in millions)
Unissued as of December 31, 2021	1,091	\$ 77.19		
Granted	259	\$ 122.54		
Vested and issued	(388)	\$ 74.34		
Forfeited	(48)	\$ 110.92		
Unissued as of December 31, 2022	914	\$ 85.43		
Granted	250	\$ 133.03		
Vested and issued	(208)	\$ 95.24		
Forfeited	(41)	\$ 117.54		
Unissued as of December 31, 2023	915	\$ 93.35		
Granted	184	\$ 184.28		
Vested and issued	(228)	\$ 102.81		
Forfeited	(30)	\$ 139.24		
Unissued as of December 31, 2024	841	\$ 107.81	0.7	\$ 169.20
Vested and unissued as of December 31, 2024	415	\$ 70.32		

During the years ended December 31, 2024, 2023 and 2022, we awarded our non-employee directors 16,540, 20,324 and 18,689 RSUs, respectively, which vested upon issuance.

During the years ended December 31, 2024, 2023 and 2022, we awarded 158,789, 216,610 and 226,108 RSUs, respectively, to executives and employees that vest in four equal annual installments beginning on the anniversary date of the original grant or cliff vest after three or four years.

During the years ended December 31, 2024, 2023 and 2022, we granted an additional 8,868, 12,751 and 13,969 RSUs, respectively, as dividend equivalents.

The RSUs do not carry any voting or dividend rights, except the right to receive additional RSUs in lieu of dividends.

Compensation Expense

The fair value of RSUs is based on the closing market price on the date of the grant. The compensation expense related to RSUs is amortized ratably over the vesting period, or to the employee's retirement eligible date, if earlier.

During the years ended December 31, 2024, 2023 and 2022, compensation expense related to RSUs totaled \$25 million, \$24 million and \$23 million, respectively. As of December 31, 2024, total unrecognized compensation expense related to outstanding RSUs was \$41 million, which will be recognized over a weighted average period of approximately two years.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
Performance Shares

The following table summarizes performance stock unit (PSU) activity for the years ended December 31, 2024, 2023 and 2022:

	Number of PSUs (in thousands)	Weighted Average Grant Date Fair Value per Share
Outstanding as of December 31, 2021	857	\$ 84.79
Granted	157	\$ 124.29
Vested and issued	(234)	\$ 76.24
Forfeited	(24)	\$ 109.62
Outstanding as of December 31, 2022	756	\$ 95.19
Granted	200	\$ 138.03
Vested and issued	(227)	\$ 100.06
Forfeited	(41)	\$ 123.30
Outstanding as of December 31, 2023	688	\$ 101.48
Granted	281	\$ 142.50
Vested and issued	(420)	\$ 90.54
Forfeited	(25)	\$ 136.27
Outstanding and Exercisable as of December 31, 2024	524	\$ 125.70

During the years ended December 31, 2024, 2023 and 2022, we awarded 153,883, 80,452 and 79,043 PSUs to our executive officers, respectively. These awards are performance-based as the number of shares ultimately earned depends on performance against pre-determined targets for return on invested capital (ROIC), cash flow value creation (CFVC) and total shareholder return relative to the S&P 500 index (RTSR). The PSUs are payable 50% in shares of common stock and 50% in cash after the end of a three-year performance period, when our financial performance for the entire performance period is reported, typically in February of the succeeding year. At the end of the performance period, the number of PSUs awarded can range from 0% to 150% of the targeted amount, depending on the performance against the pre-determined targets.

During the years ended December 31, 2024, 2023 and 2022, we awarded 120,433, 108,560 and 66,296 PSUs to our employees other than our executive officers, respectively. The PSUs are payable 100% in shares of common stock after the end of a three-year performance period, when our financial performance for the entire performance period is reported, typically in February of the succeeding year. At the end of the performance period, the number of PSUs awarded can range from 0% to 150% of the targeted amount, depending on the performance against the pre-determined targets.

The PSUs do not carry any voting or dividend rights, except the right to accumulate additional PSUs in lieu of dividends.

During the years ended December 31, 2024, 2023 and 2022, we granted an additional 6,795, 10,511 and 11,304 PSUs to our executive officers, respectively, as dividend equivalents.

Compensation Expense

For the stock-settled portion of the award that vests based on future ROIC and CFVC performance, compensation expense is measured using the fair value of our common stock at the grant date. For the cash-settled portion of the award that vests based on future ROIC and CFVC performance, compensation expense is recorded based on the fair value of our common stock at the end of each reporting period. Compensation expense is recognized ratably over the performance period based on our estimated achievement of the established performance criteria. Compensation expense is only recognized for the portion of the award that we expect to vest, which we estimate based on an assessment of the probability that the performance criteria will be achieved.

For the stock-settled portion of the award that vests based on RTSR, the grant date fair value is based on a Monte Carlo valuation and compensation expense is recognized on a straight-line basis over the vesting period. For the cash-settled portion of the award that vests based on RTSR, compensation expense also incorporates the fair value of our PSUs at the end of each reporting period. Compensation expense is recognized for the RTSR portion of the award whether or not the market conditions are achieved.

During the years ended December 31, 2024, 2023 and 2022, compensation expense related to PSUs totaled \$30 million, \$29 million and \$22 million, respectively. As of December 31, 2024, total unrecognized compensation expense related to outstanding PSUs was \$25 million, which will be recognized over a weighted average period of approximately 1.5 years.

REPUBLIC SERVICES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Collective Bargaining Agreements

As of December 31, 2024, approximately 22% of our workforce was covered by collective bargaining agreements (CBAs), and approximately 4% of our workforce was covered by CBAs that will expire during 2025.

Multiemployer Pension Plans

We participate in multiemployer pension plans that generally provide retirement benefits to participants of contributing employers. We do not administer these plans. In general, these plans are managed by a board of trustees with the unions appointing certain trustees and other contributing employers of the plan appointing certain members. We generally are not represented on the board of trustees.

Based on the information available to us, we believe that some of the multiemployer plans to which we contribute are either critical or endangered as those terms are defined in the Pension Protection Act (PPA). The PPA requires underfunded pension plans to improve their funding ratios within prescribed intervals based on the level of their underfunding. Until the plan trustees develop the funding improvement plans or rehabilitation plans as required by the PPA, we cannot determine the amount of any additional contribution or other financial obligations that we may be subject to, if any. Accordingly, we cannot presently determine the effect that the PPA may have on our consolidated financial position, results of operations or cash flows.

Furthermore, under current law regarding multiemployer benefit plans, a plan's termination, our voluntary withdrawal (which we consider from time to time), or the mass withdrawal from any under-funded multiemployer pension plan would require us to make payments to the plan for our proportionate share of the multiemployer plan's unfunded vested liabilities. During the course of operating our business, we may incur withdrawal events regarding certain of the multiemployer pension plans in which we participate. We accrue for such events when losses become probable and reasonably estimable.

Republic's participation in individually significant multiemployer pension plans for the year ended December 31, 2024 is outlined in the table below. Only with respect to multiemployer pension plans, we considered contributions in excess of \$10 million in any period disclosed to be individually significant. The most recent PPA zone status available in 2024 and 2023 is for the plans' year ended September 30, or December 31, 2023 and 2022, respectively. The status is based on information that Republic received from the plans and is certified by the plans' actuary. Among other factors, plans in the critical red zone are generally less than 65% funded, plans in the endangered yellow zone are less than 80% funded and plans in the safe green zone are at least 80% funded. Plans in the critical and declining zone are classified as critical and projected to be insolvent in the current year or any of the 14 following plan years. The last column lists the expiration dates of the CBAs to which the plans are subject.

Legal Plan Name	EIN	Pension Protection Act Zone Status		Funding Improvement or Rehabilitation Plan Status Pending / Implemented	Republic Contributions to Plan			Surcharge Imposed	Expiration Dates of CBAs
		2024	2023		2024	2023	2022		
Western Conference of Teamsters Pension Plan	91-6145047	Safe	Safe	No	\$ 75	\$ 70	\$ 61	No	Various dates through 9/30/2029
All other plans	N/A	N/A	N/A	N/A	29	29	25	N/A	
Total					<u>\$ 104</u>	<u>\$ 99</u>	<u>\$ 86</u>		

Defined Contribution Plan

We maintain the Republic Services 401(k) Plan (the 401(k) Plan), which is a defined contribution plan covering all eligible employees. Under the 401(k) Plan, participants may direct us to defer a portion of their compensation to the 401(k) Plan, subject to Internal Revenue Code limitations. We provide for an employer matching contribution equal to 100% of the first 3% of eligible compensation and 50% of the next 2% of eligible compensation contributed by each employee, which is funded in cash. All contributions vest immediately.

Total expense recorded for matching 401(k) contributions in 2024, 2023 and 2022 was \$95 million, \$82 million and \$74 million, respectively.

Deferred Compensation Plan

We provide eligible Republic employees, officers and directors with the opportunity to voluntarily defer base salary, bonus payments, long-term incentive awards and other compensation, as applicable, on a pre-tax basis through the Republic Services, Inc. Deferred Compensation Plan (the DCP). The DCP is a nonqualified deferred compensation plan that conforms to Section 409A of the Internal Revenue Code. Eligible participants can defer up to 80% of base salary and up to 100% of bonus,

REPUBLIC SERVICES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

long-term compensation and directors' fees. Under the DCP, some participants also are eligible for matching contributions. The matching contribution under the DCP is equal to the lesser of 2% of the participant's compensation over established 401(k) limits or 50% of the amount the participant has deferred. The DCP participants have no ownership or security interest in any of the amounts deferred or the measurement funds under the DCP. The right of each participant in the DCP is solely that of a general, unsecured creditor of Republic with respect to his or her own interest under the DCP. Deferred amounts may be subject to forfeiture and are deemed invested among investment funds offered under the DCP, as directed by each participant. Payments of deferred amounts are payable following separation from service or at a date or dates elected by the participant when the deferral is elected. Payments of deferred amounts are made in either a lump sum or in annual installments over a period not exceeding 15 years.

Republic invested in corporate-owned life insurance policies to satisfy future obligations under the DCP. These corporate-owned life insurance policies are held in a Rabbi Trust and are recorded at the amount that can be realized under insurance contracts at the balance sheet date, which is the cash surrender value adjusted for other charges or other amounts due that are probable at settlement. The aggregate cash surrender value of these life insurance policies was \$125 million and \$113 million as of December 31, 2024 and 2023, respectively, and is classified in other assets in our consolidated balance sheets. The DCP liability was \$120 million and \$115 million as of December 31, 2024 and 2023, respectively, and is classified in other long-term liabilities in our consolidated balance sheets.

13. SHARE REPURCHASES AND DIVIDENDS

Available Shares

We currently have approximately 11 million shares of common stock reserved for future grants under the Republic Services, Inc. 2021 Stock Incentive Plan.

Share Repurchases

In October 2020, our Board of Directors approved a \$2.0 billion share repurchase authorization effective starting January 1, 2021 and extending through December 31, 2023. In October 2023, our Board of Directors approved a \$3.0 billion share repurchase authorization effective starting January 1, 2024 and extending through December 31, 2026. Share repurchases under the program may be made through open market purchases or privately negotiated transactions in accordance with applicable federal securities laws. While the Board of Directors has approved the program, the timing of any purchases, the prices and the number of shares of common stock to be purchased will be determined by our management, at its discretion, and will depend upon market conditions and other factors. The share repurchase program may be extended, suspended or discontinued at any time. On a quarterly basis, our Board of Directors reviews the intrinsic value of our stock and the parameters around which we repurchase our shares.

Share repurchase activity during the years ended December 31, 2024, 2023 and 2022 follows (in millions except per share amounts):

	2024	2023	2022
Number of shares repurchased	3	2	2
Amount paid	\$ 480	\$ 262	\$ 203
Weighted average cost per share	\$ 193.59	\$ 145.72	\$ 124.02

The average price paid per share, total repurchase costs and approximate maximum dollar value of the shares that may yet be purchased under the plans or programs exclude a 1% excise tax.

As of December 31, 2024, there were less than 1 million repurchased shares pending settlement, resulting in an associated \$10 million of share repurchases unpaid and included within other accrued liabilities. As of December 31, 2023 and 2022, there were no repurchased shares pending settlement. As of December 31, 2024, the remaining authorized purchase capacity under our October 2023 repurchase program was \$2.5 billion.

In December 2024, our board of directors changed the status of 8 million treasury shares to authorized and unissued. In doing so, the number of our issued shares was reduced by the stated amount. Our accounting policy is to deduct the par value from common stock and to reflect the excess of cost over par value as a deduction from additional paid-in capital. The reduction in issued shares resulted in a change of \$1,195 million in treasury stock which was reclassified as less than 1 million in common stock, and \$1,195 million in additional paid-in capital. There was no effect on our total stockholders' equity position as a result of the change.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
Dividends

In October 2024, our Board of Directors approved a quarterly dividend of \$0.580 per share. Aggregate cash dividends declared were \$699 million, \$650 million and \$603 million for the years ended December 31, 2024, 2023 and 2022, respectively. As of December 31, 2024, we recorded a quarterly dividend payable of \$181 million to shareholders of record at the close of business on January 2, 2025.

14. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income attributable to Republic Services, Inc. by the weighted average number of common shares (including vested but unissued RSUs and PSUs) outstanding during the period. Diluted earnings per share is based on the combined weighted average number of common shares and common share equivalents outstanding, which include, where appropriate, the assumed exercise of employee stock options, unvested RSUs and unvested PSUs at the expected attainment levels. We use the treasury stock method in computing diluted earnings per share.

Earnings per share for the years ended December 31, 2024, 2023 and 2022 are calculated as follows (in thousands, except per share amounts):

	2024	2023	2022
Basic earnings per share:			
Net income attributable to Republic Services, Inc.	\$ 2,043,173	\$ 1,730,985	\$ 1,487,586
Weighted average common shares outstanding	314,399	316,182	316,530
Basic earnings per share	\$ 6.50	\$ 5.47	\$ 4.70
Diluted earnings per share:			
Net income attributable to Republic Services, Inc.	\$ 2,043,173	\$ 1,730,985	\$ 1,487,586
Weighted average common shares outstanding	314,399	316,182	316,530
Effect of dilutive securities:			
Unvested RSU awards	126	104	152
Unvested PSU awards	284	379	398
Weighted average common and common equivalent shares outstanding	314,809	316,665	317,080
Diluted earnings per share	\$ 6.49	\$ 5.47	\$ 4.69

During the year ended December 31, 2024, there were no antidilutive securities outstanding. During each of the years ended December 31, 2023 and 2022, there were less than 1 million antidilutive securities outstanding.

15. SEGMENT REPORTING

Our senior management evaluates, oversees and manages the financial performance of our operations through three field groups, referred to as Group 1, Group 2 and Group 3. Group 1 is our recycling and waste business operating primarily in geographic areas located in the western United States. Group 2 is our recycling and waste business operating primarily in geographic areas located in the southeastern and mid-western United States, the eastern seaboard of the United States, and Canada. Group 3 is our environmental solutions business operating in geographic areas located across the United States and Canada. These groups are presented below as our reportable segments, which each provide integrated environmental services, including but not limited to collection, transfer, recycling and disposal.

We generated \$182 million, \$170 million and \$90 million of revenue in Canada for the years ended December 31, 2024, 2023 and 2022, respectively. As of December 31, 2024 and 2023, we had \$129 million and \$137 million, respectively, of long-lived assets in Canada. The remainder of our revenue and assets were related to our United States operations.

Our chief operating decision maker (CODM) is Jon Vander Ark, President and Chief Executive Officer of Republic Services, Inc. Adjusted EBITDA is the single financial measure our CODM uses to evaluate segment profitability and returns, which informs resource allocation. For all segments, the CODM uses adjusted EBITDA to evaluate income generated from segment assets (return on invested capital). The CODM considers budget-to-actual variances and year-over-year growth on a monthly basis to assess the performance of each segment. Cost of operations and selling, general and administrative are significant segment expenses used in the evaluation.

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Summarized financial information concerning our reportable segments for the years ended December 31, 2024, 2023 and 2022 follows:

	Group 1	Group 2	Recycling & Waste Subtotal ⁽¹⁾	Group 3 (Environmental Solutions)	Corporate entities and other	Total
2024						
Gross Revenue	\$ 8,332	\$ 7,891	\$ 16,223	\$ 1,864	\$ 331	\$ 18,418
Intercompany Revenue	(1,235)	(1,037)	(2,272)	(49)	(65)	(2,386)
Revenue Allocations	123	115	238	28	(266)	—
Net Revenue	\$ 7,220	\$ 6,969	\$ 14,189	\$ 1,843	\$ —	\$ 16,032
Cost of Operations	4,129	4,079	8,208	1,142	—	9,350
SG&A	738	671	1,409	265	—	1,674
Other Segment Items	—	29	29	—	—	29
Adjusted EBITDA	\$ 2,353	\$ 2,190	\$ 4,543	\$ 436	\$ —	\$ 4,979
Capital Expenditures	\$ 874	\$ 574	\$ 1,448	\$ 136	\$ 271	\$ 1,855
Total Assets	\$ 14,250	\$ 11,046	\$ 25,296	\$ 4,459	\$ 2,647	\$ 32,402
	Group 1	Group 2	Recycling & Waste Subtotal(1)	Group 3 (Environmental Solutions)	Corporate entities and other	Total
2023						
Gross Revenue	\$ 7,769	\$ 7,566	\$ 15,335	\$ 1,701	\$ 243	\$ 17,279
Intercompany Revenue	(1,171)	(1,011)	(2,182)	(56)	(76)	(2,314)
Revenue Allocations	96	91	187	(20)	(167)	—
Net Revenue	\$ 6,694	\$ 6,646	\$ 13,340	\$ 1,625	\$ —	\$ 14,965
Cost of Operations	3,878	4,033	7,911	1,032	—	8,943
SG&A	681	649	1,330	279	—	1,609
Other Segment Items	—	—	—	(34)	—	(34)
Adjusted EBITDA	\$ 2,135	\$ 1,964	\$ 4,099	\$ 348	\$ —	\$ 4,447
Capital Expenditures	\$ 707	\$ 542	\$ 1,249	\$ 145	\$ 237	\$ 1,631
Total Assets	\$ 13,665	\$ 10,988	\$ 24,653	\$ 4,471	\$ 2,286	\$ 31,410
	Group 1	Group 2	Recycling & Waste Subtotal(1)	Group 3 (Environmental Solutions)	Corporate entities and other	Total
2022						
Gross Revenue	\$ 7,107	\$ 7,029	\$ 14,136	\$ 1,262	\$ 247	\$ 15,645
Intercompany Revenue	(1,090)	(945)	(2,035)	(47)	(52)	(2,134)
Revenue Allocations	103	99	202	(7)	(195)	—
Net Revenue	\$ 6,120	\$ 6,183	\$ 12,303	\$ 1,208	\$ —	\$ 13,511
Cost of Operations	3,541	3,846	7,387	818	—	8,205
SG&A	612	586	1,198	256	—	1,454
Other Segment Items	—	—	—	(77)	—	(77)
Adjusted EBITDA	\$ 1,967	\$ 1,751	\$ 3,718	\$ 211	\$ —	\$ 3,929
Capital Expenditures	\$ 620	\$ 542	\$ 1,162	\$ 133	\$ 159	\$ 1,454
Total Assets	\$ 12,418	\$ 10,528	\$ 22,946	\$ 4,090	\$ 2,017	\$ 29,053

(1) The Recycling & Waste Subtotal represents the combined results of our Group 1 and Group 2 reportable segments.

Corporate functions include marketing, operations support, business development, legal, tax, treasury, information technology, risk management, human resources and other administrative functions. National Accounts revenue included in Corporate entities and other represents the portion of revenue generated from nationwide and regional contracts in markets outside our operating areas where the associated material handling is subcontracted to local operators. Revenue and overhead costs of Corporate entities and other are either specifically assigned or allocated on a rational and consistent basis among our reportable

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

segments to calculate adjusted EBITDA.

As presented in the tables above, adjusted EBITDA reflects certain adjustments for US Ecology, Inc., acquisition integration and deal costs, (income) losses from unconsolidated equity method investments, losses on extinguishment of debt, adjustments to withdrawal liabilities for a multiemployer pension fund, restructuring expenses, and gain on certain divestitures and impairments, net. This presentation is consistent with how our CODM reviews results of operations to make resource allocation decisions.

Intercompany revenue reflects transactions within and between segments that generally are made on a basis intended to reflect the market value of such services. Capital expenditures for Corporate entities and other primarily include vehicle inventory acquired but not yet assigned to operating locations and facilities.

A reconciliation of the Company's single measure of segment profitability (segment adjusted EBITDA) to Income before income tax provision in the Consolidated Statements of Net Income is as follows for the years ended December 31, 2024, 2023 and 2022 (in millions of dollars):

	2024	2023	2022
Group 1 Adjusted EBITDA	\$ 2,353	\$ 2,135	\$ 1,967
Group 2 Adjusted EBITDA	2,190	1,964	1,751
Group 3 Adjusted EBITDA	436	348	211
Total Adjusted EBITDA	4,979	4,447	3,929
Other income (expense), net	(23)	(7)	2
Interest income	(9)	(6)	(3)
Interest expense	539	508	395
Depreciation, depletion and amortization	1,677	1,501	1,352
Accretion	107	98	89
Loss from unconsolidated equity method investments	255	94	166
Adjustment to withdrawal liability for multiemployer pension funds	—	5	(2)
Restructuring charges	29	33	27
Gain on certain divestitures and impairments, net	(30)	(4)	(6)
US Ecology, Inc. acquisition integration and deal costs	—	34	77
Loss on extinguishment of debt and other related costs	2	—	—
Income before income taxes	<u>\$ 2,432</u>	<u>\$ 2,191</u>	<u>\$ 1,832</u>

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
16. REVENUE

Our operations primarily consist of providing environmental services. The following table disaggregates our revenue by service line for the years ended December 31 (in millions of dollars and as a percentage of revenue):

	2024		2023		2022	
Collection:						
Residential	\$	2,939	18.3 %	\$	2,823	18.9 %
Small-container		4,820	30.1		4,439	29.7
Large-container		3,024	18.9		2,922	19.5
Other		72	0.4		69	0.4
Total collection		10,855	67.7		10,253	68.5
Transfer		1,780			1,699	
Less: intercompany		(975)			(933)	
Transfer, net		805	5.0		766	5.1
Landfill		2,981			2,885	
Less: intercompany		(1,240)			(1,206)	
Landfill, net		1,741	10.9		1,679	11.2
Environmental solutions		1,907			1,701	
Less: intercompany		(64)			(76)	
Environmental solutions, net		1,843	11.5		1,625	10.9
Other:						
Recycling processing and commodity sales		409	2.5		312	2.1
Other non-core		379	2.4		330	2.2
Total other		788	4.9		642	4.3
Total revenue	\$	16,032	100.0 %	\$	14,965	100.0 %

Other non-core revenue consists primarily of revenue from National Accounts, which represents the portion of revenue generated from nationwide or regional contracts in markets outside our operating areas where the associated material handling is subcontracted to local operators. Consequently, substantially all of this revenue is offset with related subcontract costs, which are recorded in cost of operations.

See Note 15, *Segment Reporting*, for additional information regarding revenue by reportable segment.

Revenue by Service Line
Collection Services

Our collection business involves the collection of material for transport to transfer stations, or directly to landfills or recycling centers. Our collection services business includes both recurring and temporary customer relationships. Our standard contract duration is three years, although some of our exclusive franchises are for significantly longer periods. The fees received for collection services are based primarily on the market, collection frequency, type of service, type and volume or weight of the material collected, the distance to the disposal facility and the cost of disposal.

In general, small-container and residential collection fees are billed monthly or quarterly in advance. Our large-container customers are typically billed on a monthly basis based on the nature of the services provided during the period.

Revenue recognized under these agreements is variable in nature based on the number of residential homes or businesses serviced during the period, the frequency of collection and the volume of material collected. In addition, certain of our contracts have annual price escalation clauses that are tied to changes in an underlying base index such as a consumer price index which are unknown at contract inception.

Transfer Services

Revenue at our transfer stations is primarily generated by charging tipping or disposal fees. The fees received for transfer services are based primarily on the market, type and volume or weight of the material accepted, the distance to the disposal facility and the cost of disposal. In general, fees are billed and revenue is recognized at the time the service is performed.

REPUBLIC SERVICES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

Revenue recognized under these agreements is variable in nature based on the volume and nature of the material accepted at the transfer station.

Landfill Services

Revenue at our landfills is primarily generated by charging tipping fees to third parties based on the volume disposed and the nature of the waste. In general, fees are variable in nature and revenue is recognized at the time the waste is disposed at the facility.

Environmental Solutions

Environmental solutions revenue is primarily generated from the fees we charge for the collection, treatment, consolidation, disposal and recycling of hazardous and non-hazardous waste, field and industrial services, equipment rental, emergency response and standby services and in-plant services, such as transportation and logistics, including at our transfer, storage and disposal facilities (TSDF). Activity for this service line varies across markets and reflects the regulatory environment, pricing and disposal alternatives available in any given market. Revenue recognized under these agreements is variable in nature and primarily based on the volume and type of waste accepted or processed during the period. For certain field and industrial services contracts, we have a right to consideration from our customers in an amount that corresponds directly with the value to the customer of the Company's performance completed to date. Therefore, we have applied the practical expedient to recognize revenue in the amount to which we have the right to invoice.

Recycling Processing and Commodity Sales

Our recycling centers generate revenue through the processing and sale of old corrugated cardboard (OCC), old newsprint (ONP), aluminum, glass, plastic and other materials at market prices. In certain instances, we issue recycling rebates to our municipal or large-container customers, which can be based on the price we receive upon the final sale of recycled commodities, a fixed contractual rate or other measures. We also receive rebates when we dispose of recycled commodities at third-party facilities. The fees received are based primarily on the market, type and volume or weight of the materials sold. In general, fees are billed and revenue is recognized at the time title is transferred. Revenue recognized under these agreements is variable in nature based on the volume and type of materials sold. In addition, the amount of revenue recognized is based on commodity prices at the time of sale, which are unknown at contract inception.

Revenue Recognition

Our service obligations of a long-term nature, e.g., certain collection service contracts, are satisfied over time, and we recognize revenue based on the value provided to the customer during the period. The amount billed to the customer is based on variable elements such as the number of residential homes or businesses for which collection services are provided, the volume of material collected, treated, transported and disposed, and the nature of the material accepted. We do not disclose the value of unsatisfied performance obligations for these contracts as our right to consideration corresponds directly to the value provided to the customer for services completed to date and all future variable consideration is allocated to wholly unsatisfied performance obligations.

Additionally, certain elements of our long-term customer contracts are unknown upon entering into the contract, including the amount that will be billed in accordance with annual price escalation clauses, our fuel recovery fee program and commodity prices. The amount to be billed is often tied to changes in an underlying base index such as a consumer price index or a fuel or commodity index, and revenue can be recognized once the index is established for the period.

Deferred Revenue

The factors that impact the timing and amount of revenue recognized for each service line may vary based on the nature of the service performed. Generally, we recognize revenue at the time we perform a service. In the event that we bill for services in advance of performance, we recognize deferred revenue for the amount billed and subsequently recognize revenue at the time the service is provided. Depending on the nature of the contract, we may also generate revenue through the collection of fuel recovery fees and environmental fees which are designed to recover our internal costs of providing services to our customers.

Substantially all of the deferred revenue recognized as of December 31, 2023 was recognized as revenue during 2024 when the service was performed.

Deferred Contract Costs

We incur certain upfront payments to acquire customer contracts which are recognized as other assets in our consolidated balance sheet, and we amortize the asset over the respective contract life. In addition, we recognize sales commissions that represent an incremental cost of the contract as other assets in our consolidated balance sheet, and we amortize the asset over the average life of the customer relationship. As of December 31, 2024 and 2023, we recognized \$82 million and \$83 million,

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

respectively, of deferred contract costs and capitalized sales commissions. During the years ended December 31, 2024, 2023 and 2022, we amortized \$15 million, \$14 million and \$13 million, respectively, of capitalized sales commissions to selling, general and administrative expenses, and \$4 million, \$5 million and \$6 million, respectively, of other deferred contract costs as a reduction of revenue.

17. CHANGES IN ACCUMULATED OTHER COMPREHENSIVE LOSS BY COMPONENT

A summary of changes in accumulated other comprehensive loss, net of tax, by component, for the years ended December 31, 2024, 2023 and 2022 follows:

	Cash Flow Hedges	Defined Benefit Pension Plan	Foreign Currency Translation	Total
Balance as of December 31, 2021	\$ (26)	\$ 11	\$ —	\$ (15)
Other comprehensive loss before reclassifications	9	(2)	(5)	2
Amounts reclassified from accumulated other comprehensive loss	1	—	—	1
Net current-period other comprehensive income (loss)	10	(2)	(5)	3
Balance as of December 31, 2022	(16)	9	(5)	(12)
Other comprehensive income (loss) before reclassifications	14	—	(5)	9
Amounts reclassified from accumulated other comprehensive loss	(9)	—	—	(9)
Net current-period other comprehensive income (loss)	5	—	(5)	—
Balance as of December 31, 2023	(11)	9	(10)	(12)
Other comprehensive income (loss) before reclassifications	6	(3)	(3)	—
Amounts reclassified from accumulated other comprehensive loss	(8)	(6)	—	(14)
Net current-period other comprehensive income (loss)	(2)	(9)	(3)	(14)
Balance as of December 31, 2024	\$ (13)	\$ —	\$ (13)	\$ (26)

A summary of reclassifications out of accumulated other comprehensive loss for the years ended December 31, 2024, 2023 and 2022 follows:

Details about Accumulated Other Comprehensive Loss Components	Amount Reclassified from Accumulated Other Comprehensive Loss			Affected Line Item in the Statement Where Net Income is Presented
	2024	2023	2022	
Gain (loss) on cash flow hedges:				
Terminated interest rate locks	\$ (3)	\$ (5)	\$ (6)	Interest expense
2022 Interest Rate Swap	14	17	5	Interest expense
Total before tax	11	12	(1)	
Tax (provision) benefit	(3)	(3)	—	
Net of tax	8	9	(1)	
Pension gains:				
Pension settlement	8	1	1	Other income
Tax provision	(2)	—	—	
Net of tax	6	1	1	
Total income (loss) reclassified into earnings, net of tax	\$ 14	\$ 10	\$ —	

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

In 2024, we terminated our qualified defined benefit pension plan, the BFI Retirement Plan (the Plan). The Plan covered certain employees in the United States, including some employees subject to collective bargaining agreements. Plan participants were provided the opportunity to receive their full accrued benefits from plan assets by either electing immediate lump sum distributions or annuity contracts with a qualifying third-party annuity provider. The purchase of the annuity contracts was funded directly by assets of the defined benefit pension plan. As a result, the plan was settled resulting in the recognition of a non-cash gain of \$8 million related to the accelerated recognition of the proportional share of unamortized net actuarial gains previously recorded in accumulated other comprehensive loss. This gain was recorded to other income, net in our consolidated statements of income. All remaining obligations were settled as of December 31, 2024.

18. FINANCIAL INSTRUMENTS
Fair Value Measurements

In measuring fair values of assets and liabilities, we use valuation techniques that maximize the use of observable inputs (Level 1) and minimize the use of unobservable inputs (Level 3). We also use market data or assumptions that we believe market participants would use in pricing an asset or liability, including assumptions about risk when appropriate.

The carrying value for certain of our financial instruments, including cash, accounts receivable, accounts payable and certain other accrued liabilities, approximates fair value because of their short-term nature.

As of December 31, 2024 and 2023, our assets and liabilities that are measured at fair value on a recurring basis include the following:

	December 31, 2024					
	Fair Value					
	Carrying Amount	Total	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Assets:						
Money market mutual funds - restricted cash and marketable securities and other assets	\$ 62	\$ 62	\$ 62	\$ —	\$ —	
Bonds and fixed income - restricted cash and marketable securities and other assets	90	90	—	90	—	
Derivative and hedging assets - other assets, prepaid expenses and other current assets	55	55	—	55	—	
Total assets	<u>\$ 207</u>	<u>\$ 207</u>	<u>\$ 62</u>	<u>\$ 145</u>	<u>\$ —</u>	
Liabilities:						
Derivative and hedging liabilities - other accrued liabilities and other long-term liabilities	\$ 72	\$ 72	\$ —	\$ 72	\$ —	
Contingent consideration - other accrued liabilities and other long-term liabilities	65	65	—	—	65	
Total liabilities	<u>\$ 137</u>	<u>\$ 137</u>	<u>\$ —</u>	<u>\$ 72</u>	<u>\$ 65</u>	

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

	December 31, 2023					
		Fair Value				
	Carrying Amount	Total	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Assets:						
Money market mutual funds - restricted cash and marketable securities and other assets	\$ 43	\$ 43	\$ 43	\$ —	\$ —	
Bonds - restricted cash and marketable securities and other assets	76	76	—	76	—	
Derivative and hedging assets - other assets	78	78	—	78	—	
Total assets	<u>\$ 197</u>	<u>\$ 197</u>	<u>\$ 43</u>	<u>\$ 154</u>	<u>\$ —</u>	
Liabilities:						
Derivative and hedging liabilities - other accrued liabilities and other long-term liabilities	\$ 80	\$ 80	\$ —	\$ 80	\$ —	
Contingent consideration - other accrued liabilities and other long-term liabilities	64	64	—	—	64	
Total liabilities	<u>\$ 144</u>	<u>\$ 144</u>	<u>\$ —</u>	<u>\$ 80</u>	<u>\$ 64</u>	

Total Debt

As of December 31, 2024 and 2023, the carrying value of our total debt was \$12.7 billion and \$12.8 billion, respectively, and the fair value of our total debt was \$12.2 billion and \$12.5 billion, respectively. The estimated fair value of our fixed rate senior notes and debentures is based on quoted market prices. The fair value of our remaining notes payable, tax-exempt financings and borrowings under our credit facilities approximates the carrying value because the interest rates are variable. The fair value estimates are based on Level 2 inputs of the fair value hierarchy as of December 31, 2024 and 2023. See Note 9, *Debt*, for further information related to our debt.

Contingent Consideration

In 2015, we entered into a waste management contract with the County of Sonoma, California to operate the county's waste management facilities. As of December 31, 2024, the Sonoma contingent consideration represents the fair value of \$57 million payable to the County of Sonoma based on the achievement of future annual tonnage targets through the expected remaining capacity of the landfill. The potential undiscounted amount of all future contingent payments that we could be required to make under the waste management contract is estimated to be between approximately \$77 million and \$105 million. During 2024, the activity in the contingent consideration liability included accretion, which was offset by concession payments made in the ordinary course of business. There were no changes to the estimate of fair value.

19. COMMITMENTS AND CONTINGENCIES
Legal Proceedings

We are subject to extensive and evolving laws and regulations and have implemented safeguards to respond to regulatory requirements. In the normal course of our business, we become involved in legal proceedings. Some may result in fines, penalties or judgments against us, or settlements, which may impact earnings and cash flows for a particular period. Although we cannot predict the ultimate outcome of any legal matter with certainty, we do not believe the outcome of any of our pending legal proceedings will have a material adverse impact on our consolidated financial position, results of operations or cash flows.

As used herein, the term *legal proceedings* refers to litigation and similar claims against us and our subsidiaries, excluding: (1) ordinary course accidents, general commercial liability and workers' compensation claims, which are covered by insurance programs, subject to customary deductibles, and which, together with insured employee health care costs, are discussed in Note 7, *Other Liabilities*; and (2) environmental remediation liabilities, which are discussed in Note 8, *Landfill and Environmental Costs*.

We accrue for legal proceedings when losses become probable and reasonably estimable. We have recorded an aggregate accrual of approximately \$13 million relating to our outstanding legal proceedings as of December 31, 2024. As of the end of each applicable reporting period, we review each of our legal proceedings and, where it is probable that a liability has been

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

incurred, we accrue for all probable and reasonably estimable losses. Where we can reasonably estimate a range of losses we may incur regarding such a matter, we record an accrual for the amount within the range that constitutes our best estimate. If we can reasonably estimate a range but no amount within the range appears to be a better estimate than any other, we use the amount that is the low end of such range. If we had used the high ends of such ranges, our aggregate potential liability would be approximately \$6 million higher than the amount recorded as of December 31, 2024.

Multiemployer Pension Plans

We participate in multiemployer pension plans that generally provide retirement benefits to participants of contributing employers. We do not administer these plans.

Under current law regarding multiemployer pension plans, our withdrawal (which we consider from time to time) or the mass withdrawal from any under-funded multiemployer pension plan (each, a Withdrawal Event) could require us to make payments to the plan for our proportionate share of the plan's unfunded vested liabilities. During the course of operating our business, we incur Withdrawal Events regarding certain of the multiemployer pension plans in which we participate. We accrue for such events when losses become probable and reasonably estimable.

Unconditional Purchase Commitments
Royalties

We have entered into agreements to pay royalties to prior landowners or host communities, based on, among other things, revenue received and waste tonnage disposed at specified landfills. These royalties are generally payable quarterly and amounts incurred, but not paid, are accrued in our consolidated balance sheets. Royalties are accrued as revenue is received or tonnage is disposed of, as applicable, in the landfills.

Disposal Agreements

We have several agreements that require us to dispose of a minimum number of tons at third-party disposal facilities. Under these put-or-pay agreements, we must pay for agreed-upon minimum volumes regardless of the actual number of tons placed at the facilities.

Our unconditional purchase commitments have varying expiration dates, with some extending through the remaining life of the respective landfill. Future minimum payments under unconditional purchase commitments, consisting primarily of (1) disposal related agreements, which include fixed or minimum royalty payments, host agreements and take-or-pay and put-or-pay agreements, and (2) other obligations including committed capital expenditures and consulting service agreements, as of December 31, 2024 are as follows:

2025	\$	202
2026		150
2027		100
2028		65
2029		48
Thereafter		342
	\$	<u>907</u>

Cash and Cash Equivalents and Restricted Cash and Marketable Securities

Restricted cash and restricted cash equivalents are included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statements of cash flows. Beginning-of-period and end-of-period cash, cash equivalents, restricted cash and restricted cash equivalents as presented in the statements of cash flows are reconciled as follows:

	December 31, 2024	December 31, 2023	December 31, 2022
Cash and cash equivalents	\$ 74	\$ 140	\$ 143
Restricted cash and marketable securities	208	164	128
Less: restricted marketable securities	(79)	(76)	(57)
Cash, cash equivalents, restricted cash and restricted cash equivalents	<u>\$ 203</u>	<u>\$ 228</u>	<u>\$ 214</u>

REPUBLIC SERVICES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

Our restricted cash and marketable securities includes amounts pledged to regulatory agencies and governmental entities as financial guarantees of our performance under certain collection, landfill and transfer station contracts and permits and relating to our final capping, closure and post-closure obligations at our landfills and restricted cash and marketable securities related to our insurance obligations.

The following table summarizes our restricted cash and marketable securities as of December 31:

	2024	2023
Capping, closure and post-closure obligations	\$ 59	\$ 43
Insurance	149	121
Total restricted cash and marketable securities	<u>\$ 208</u>	<u>\$ 164</u>

We must provide financial assurance to governmental agencies and a variety of other entities under applicable environmental regulations relating to our landfill operations for capping, closure and post-closure costs and our performance under certain collection, landfill and transfer station contracts. We satisfy our financial assurance requirements by providing surety bonds, letters of credit, insurance policies or trust deposits. The amount of the financial assurance requirements for capping, closure and post-closure costs is determined by applicable state environmental regulations, which vary by state. The financial assurance requirements for capping, closure and post-closure costs can either be for costs associated with a portion of the landfill or the entire landfill. Generally, states will require a third-party engineering specialist to determine the estimated capping, closure and post-closure costs that are used to determine the required amount of financial assurance for a landfill. The amount of financial assurance required can, and generally will, differ from the obligation determined and recorded under U.S. GAAP. The amount of the financial assurance requirements related to contract performance varies by contract. Additionally, we are required to provide financial assurance for our insurance program and collateral for certain performance obligations.

We had the following financial instruments and collateral in place to secure our financial assurances as of December 31:

	2024	2023
Letters of credit	\$ 464	\$ 467
Surety bonds	\$ 5,045	\$ 4,677

We had \$317 million and \$337 million of letters of credit outstanding under our Credit Facility as of December 31, 2024 and 2023, respectively. Surety bonds subject to expiration will expire on various dates through 2032.

These financial instruments are issued in the normal course of business and are not classified as debt. Because we currently have no liability for this financial assurance, it is not reflected in our consolidated balance sheets. However, we have recorded capping, closure and post-closure obligations and insurance reserves as they are incurred.

We own a 19.9% interest in a company that, among other activities, issues financial surety bonds to secure capping, closure and post-closure obligations for companies operating in the environmental services industry. We account for this investment using an alternative measurement approach. There have been no identified events or changes in circumstances that may have a significant adverse effect on the recoverability of this investment. This investee company and the parent company of the investee had written surety bonds for us relating primarily to our landfill operations for capping, closure and post-closure, of which \$1,812 million were outstanding as of December 31, 2024. Our reimbursement obligations under these bonds are secured by an indemnity agreement with the investee and a surety bond.

Off-Balance Sheet Arrangements

We have no off-balance sheet debt or similar obligations, other than short-term operating leases and financial assurances, which are not classified as debt. We have no transactions or obligations with related parties that are not disclosed, consolidated into or reflected in our reported financial position or results of operations. We have not guaranteed any third-party debt.

Guarantees

We enter into contracts in the normal course of business that include indemnification clauses. Indemnifications relating to known liabilities are recorded in the consolidated financial statements based on our best estimate of required future payments. Certain of these indemnifications relate to contingent events or occurrences, such as the imposition of additional taxes due to a change in the tax law or adverse interpretation of the tax law and indemnifications made in divestiture agreements where we indemnify the buyer for liabilities that relate to our activities prior to the divestiture and that may become known in the future. We do not believe that these contingent obligations will have a material effect on our consolidated financial position, results of operations or cash flows.

REPUBLIC SERVICES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

We have entered into agreements with property owners to guarantee the value of property that is adjacent to certain of our landfills. These agreements have varying terms. We do not believe that these contingent obligations will have a material effect on our consolidated financial position, results of operations or cash flows.

Other Matters

Our business activities are conducted in the context of a developing and changing statutory and regulatory framework. Governmental regulation of the environmental services industry requires us to obtain and retain numerous governmental permits to conduct various aspects of our operations. These permits are subject to revocation, modification or denial. The costs and other capital expenditures that may be required to obtain or retain the applicable permits or comply with applicable regulations could be significant. Any revocation, modification or denial of permits could have a material adverse effect on us.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES**REPORT OF MANAGEMENT ON REPUBLIC SERVICES, INC.'S INTERNAL CONTROL OVER FINANCIAL REPORTING**

We, as members of management of Republic Services, Inc., are responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect transactions and dispositions of our assets; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Because of its inherent limitations, our internal control systems and procedures may not prevent or detect misstatements. An internal control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

We, under the supervision of and with the participation of our management, including the Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer, assessed the effectiveness of our internal control over financial reporting as of December 31, 2024, based on criteria for effective internal control over financial reporting described in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, we concluded that we maintained effective internal control over financial reporting as of December 31, 2024, based on the specified criteria.

Our internal control over financial reporting has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in their attestation report which is included herein.

Disclosure Controls and Procedures

We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this Annual Report. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this Annual Report.

Changes in Internal Control Over Financial Reporting

Based on an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, there has been no change in our internal control over financial reporting during the quarter

ended December 31, 2024 identified in connection with that evaluation, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

During the quarter ended December 31, 2024, no director or officer adopted or terminated any contract, instrument or written plan for the purchase or sale of Republic securities intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act or any non-Rule 10b5-1 trading arrangement as defined in Item 408(c) of Regulation S-K.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information required by this item is incorporated by reference to the material appearing under the headings Proposal 1 - Election of Directors, Biographical Information Regarding Director Nominees, Board of Directors and Corporate Governance Matters, Delinquent Section 16(a) Reports and Executive Officers in the Proxy Statement for the 2025 Annual Meeting of Shareholders.

ITEM 11. EXECUTIVE COMPENSATION

Information required by this item is incorporated by reference to the material appearing under the headings Executive Compensation and Director Compensation in the Proxy Statement for the 2025 Annual Meeting of Shareholders.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information required by this item is incorporated by reference to the material appearing under the headings Security Ownership of Five Percent Shareholders and Security Ownership of the Board of Directors and Management in the Proxy Statement for the 2025 Annual Meeting of Shareholders.

The following table sets forth certain information regarding equity compensation plans as of December 31, 2024 (number of securities in millions):

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options and Rights ^(b)	Weighted Average Exercise Price of Outstanding Options and Rights ^(c)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (excluding securities reflected in the first column) ^(d)
Equity compensation plans approved by security holders ^(a)	1	\$ 190.57	29
Equity compensation plans not approved by security holders	—	—	—
Total	1	\$ 190.57	29

(a) Includes our 2006 Plan, Amended and Restated 2007 Stock Incentive Plan, our 2018 Employee Stock Purchase Plan (ESPP) and our 2021 Stock Incentive Plan.

(b) Includes no stock options as all were exercised in or prior to 2020, approximately 1 million shares underlying restricted stock units, less than 1 million shares underlying performance shares and less than 1 million shares underlying purchase rights that accrue under the ESPP.

(c) Excludes restricted stock units and performance shares as these awards do not have exercise prices.

(d) The shares remaining available for future issuances include approximately 11 million shares under our 2021 Stock Incentive Plan and approximately 2 million shares under our ESPP. No further awards will be granted under the Amended and Restated 2007 Stock Incentive Plan after December 31, 2020.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information required by this item is incorporated by reference to the material appearing under the headings Board of Directors and Corporate Governance Matters and Certain Relationships and Related Party Transactions in the Proxy Statement for the 2025 Annual Meeting of Shareholders.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information required by this item is incorporated by reference to the material appearing under the heading Audit and Related Fees in the Proxy Statement for the 2025 Annual Meeting of Shareholders.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as part of this report:

1. Financial Statements

Our consolidated financial statements are set forth under Part II, Item 8 of this Annual Report on Form 10-K.

2. Financial Statement Schedules

All schedules are omitted as the required information is not applicable or the information is presented in the consolidated financial statements and notes thereto in Part II, Item 8 of this Annual Report on Form 10-K.

3. Exhibits

The following exhibits are filed herewith or are incorporated by reference to exhibits previously filed with the SEC, as indicated in the description of each, File No. 1-14267 in the case of Republic and File No. 1-14705 and No. 0-19285 in the case of Allied, and File No. 1-06805 in the case of Browning-Ferris Industries, Inc.

<u>Exhibit Number</u>	<u>Description</u>
3.1	Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 of the Company's Quarterly Report on Form 10-Q for the period ended June 30, 1998).
3.2	Certificate of Amendment of Amended and Restated Certificate of Incorporation of Republic Services, Inc. (incorporated by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-8, Registration No. 333-81801, filed with the Commission on June 29, 1999).
3.3	Amended and Restated Bylaws of Republic Services, Inc. (incorporated by reference to Exhibit 3.1 of the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2022).
4.1	Republic Services, Inc. Common Stock Certificate (incorporated by reference to Exhibit 4.4 of the Company's Registration Statement on Form S-8, Registration No. 333-81801, filed with the Commission on June 29, 1999).
4.2	Indenture, dated as of August 15, 2001 between Republic Services, Inc. and The Bank of New York, as trustee, including the form of notes (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K filed August 16, 2001).
4.3	Second Supplemental Indenture, dated as of March 21, 2005, to the Indenture dated as of August 15, 2001, by and between Republic Services, Inc. and The Bank of New York, as trustee, including the form of 6.086% Note due March 15, 2035 (incorporated by reference to Exhibit 4.1 of the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2005).
4.4	Indenture, dated as of September 8, 2009, by and between Republic Services, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated September 9, 2009).
4.5	Fourth Supplemental Indenture, dated as of May 9, 2011, to the Indenture dated as of September 8, 2009, by and among Republic Services, Inc., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee, including the form of 5.700% Notes due 2041 (incorporated by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K dated May 9, 2011).
4.6	Indenture, dated as of November 25, 2009, by and between Republic Services, Inc. and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated November 25, 2009).
4.7	Third Supplemental Indenture, dated as of March 4, 2010, to the Indenture dated as of November 25, 2009, by and among Republic Services, Inc., the guarantors named therein and U.S. Bank National Association, as trustee, including the form of 6.20% Notes due 2040 (incorporated by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K dated March 4, 2010).
4.8	Restated Indenture, dated as of September 1, 1991, by and between Browning-Ferris Industries, Inc. and First City, Texas-Houston, National Association, as trustee (incorporated by reference to Exhibit 4.22 of Allied's Registration Statement on Form S-4/A (No. 333-61744)).
4.9	First Supplemental Indenture, dated as of July 30, 1999, to the Restated Indenture dated as of September 1, 1991, by and among Allied Waste Industries, Inc., Allied Waste North America, Inc., Browning-Ferris Industries, Inc. and Chase Bank of Texas, National Association, as trustee (incorporated by reference to Exhibit 4.23 of Allied's Registration Statement on Form S-4/A (No. 333-61744)).

<u>Exhibit Number</u>	<u>Description</u>
4.10	First [sic] Supplemental Indenture, dated as of December 31, 2004, to the Restated Indenture dated as of September 1, 1991, by and among Browning-Ferris Industries, Inc., BBCO, Inc. and JP Morgan Chase Bank, National Association as trustee (incorporated by reference to Exhibit 4.33 of Allied's Annual Report on Form 10-K for the year ended December 31, 2004).
4.11	Third Supplemental Indenture, dated as of December 5, 2008, to the Restated Indenture dated as of September 1, 1991, by and among Allied Waste Industries, Inc., Allied Waste North America, Inc., Browning-Ferris Industries, LLC (successor to Browning-Ferris Industries, Inc.), BBCO, Inc., Republic Services, Inc., the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated December 10, 2008).
4.12	Fourth Supplemental Indenture, dated as of March 11, 2015, to the Indenture, dated as of November 25, 2009, between Republic Services, Inc. and U.S. Bank National Association, as trustee, including the form of 3.20% Notes due 2025 (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated March 11, 2015).
4.13	Fifth Supplemental Indenture, dated as of July 5, 2016, to the Indenture, dated as of November 25, 2009, between Republic Services, Inc. and U.S. Bank National Association, as trustee, including the form of 2.900% Notes due 2026 (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated July 5, 2016).
4.14	Sixth Supplemental Indenture, dated as of November 16, 2017, between Republic Services, Inc. and U.S. Bank National Association, as trustee, including the form of 3.375% Notes due 2027 (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated November 15, 2017).
4.15	Form of Browning-Ferris Industries, Inc. 7.4% Debentures due 2035 (incorporated by reference to Exhibit 4 of Browning-Ferris Industries, Inc.'s Current Report on Form 8-K dated September 15, 1995).
4.16	Seventh Supplemental Indenture, dated as of May 14, 2018, between Republic Services, Inc. and U.S. Bank National Association, as trustee, including the form of 3.950% Notes due 2028 (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated May 3, 2018).
4.17	Description of Securities Registered Under Section 12 of the Securities Exchange Act of 1934 (incorporated by reference to Exhibit 4.23 of the Company's Annual Report on Form 10-K for the year ended December 31, 2019).
4.18	Ninth Supplemental Indenture, dated as of February 27, 2020, between Republic Services, Inc. and U.S. Bank National Association, as trustee, including the form of 2.300% Notes due 2030 and the form of 3.050% Notes due 2050 (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated February 21, 2020).
4.19	Tenth Supplemental Indenture, dated as of August 20, 2020, between Republic Services, Inc. and U.S. Bank National Association, as trustee, including the form of 1.450% Notes due 2031 (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated August 13, 2020).
4.20	Eleventh Supplemental Indenture, dated as of November 24, 2020, between Republic Services, Inc. and U.S. Bank National Association, as trustee, including the form of 0.875% Notes due 2025 and the form of 1.750% Notes due 2032 (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated November 12, 2020).
4.21	Twelfth Supplemental Indenture, dated as of November 8, 2021, between Republic Services, Inc. and U.S. Bank National Association, as trustee, including the form of 2.375% Notes due 2033 (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated November 4, 2021).
4.22	Form of Commercial Paper Dealer Agreement--4(a)(2) Program, dated as of May 25, 2022, between Republic Services, Inc. and the applicable dealer party thereto (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K filed September 1, 2022).
4.23	Thirteenth Supplemental Indenture, dated as of March 28, 2023, between Republic Services, Inc. and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee, including the form of 4.875% Notes due 2029 and form of 5.000% Notes due 2034 (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated March 23, 2023).
4.24	Fourteenth Supplemental Indenture, dated as of December 12, 2023, between Republic Services, Inc. and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee, including the form of 5.000% Notes due 2033 (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated December 11, 2023).

<u>Exhibit Number</u>	<u>Description</u>
4.25	Fifteenth Supplemental Indenture, dated as of June 25, 2024, between Republic Services, Inc. and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee, including the form of 5.000% Notes due 2029 and the form of 5.200% Notes due 2034 (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated June 20, 2024).
4.26	Second Amended and Restated Credit Agreement, dated as of July 26, 2024, by and among Republic Services, Inc., USE Canada Holdings, Inc., Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and the other lenders party thereto (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated July 31, 2024).
10.1+	Republic Services, Inc. Amended and Restated 2007 Stock Incentive Plan effective May 12, 2011 (incorporated by reference to Appendix A of the Company's Proxy Statement on Schedule 14A filed on April 1, 2011).
10.2+	Republic Services, Inc. Executive Incentive Plan, as amended and restated effective October 26, 2020 (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2020).
10.3+	Form of Employee Restricted Stock Unit Agreement under the Republic Services, Inc. Amended and Restated 2007 Stock Incentive Plan (for awards on or after December 27, 2011) (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K dated December 27, 2011).
10.4+	Form of Non-Employee Director Restricted Stock Unit Agreement (annual vesting) under the Republic Services, Inc. Amended and Restated 2007 Stock Incentive Plan (for awards on or after December 27, 2011) (incorporated by reference to Exhibit 10.2 of the Company's Current Report on Form 8-K dated December 27, 2011).
10.5+	Form of Non-Employee Director Restricted Stock Unit Agreement (3 year vesting) under the Republic Services, Inc. Amended and Restated 2007 Stock Incentive Plan (for awards on or after December 27, 2011) (incorporated by reference to Exhibit 10.3 of the Company's Current Report on Form 8-K dated December 27, 2011).
10.6+*	Republic Services, Inc. Deferred Compensation Plan, as amended and restated effective January 1, 2025.
10.7+	Republic Services, Inc. Amended and Restated Executive Incentive Plan, effective February 4, 2014 (incorporated by reference to Appendix A of the Company's Proxy Statement on Schedule 14A filed on March 26, 2014).
10.8+	Republic Services, Inc. Executive Separation Policy, as amended as of February 8, 2023 (incorporated by reference to Exhibit 10.9 of the Company's Annual Report on Form 10-K for the year ended December 31, 2022).
10.9+	Republic Services, Inc. Amended and Restated 2007 Stock Incentive Plan effective May 9, 2013 (incorporated by reference to Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013).
10.10+	Offer Letter, dated July 25, 2016, by and between Catharine D. Ellingsen and Republic Services, Inc. (incorporated by reference to Exhibit 10.37 of the Company's Annual Report on Form 10-K dated February 16, 2017).
10.11+	Non-Competition, Non-Solicitation, Confidentiality and Arbitration Agreement, effective February 13, 2024, by and between Catharine D. Ellingsen and Republic Services, Inc. (incorporated by reference to Exhibit 10.15 of the Company's Annual Report on Form 10-K for the year ended December 31, 2023).
10.12+	Republic Services, Inc. 2018 Employee Stock Purchase Plan (incorporated by reference to Annex A of the Company's Proxy Statement on Schedule 14A filed on March 29, 2018).
10.13+	Offer letter, dated May 29, 2020, by and between Brian DelGhiaccio and Republic Services, Inc. (incorporated by reference to Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2020).
10.14+	Non-Competition, Non-Solicitation, Confidentiality and Arbitration Agreement, effective February 13, 2024, by and between Brian DelGhiaccio and Republic Services, Inc. (incorporated by reference to Exhibit 10.20 of the Company's Annual Report on Form 10-K for the year ended December 31, 2023).
10.15+	Offer letter, dated March 26, 2021, by and between Jon Vander Ark and Republic Services, Inc. (incorporated by reference to Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2021).
10.16+	Non-Competition, Non-Solicitation, Confidentiality, and Arbitration Agreement, effective February 13, 2024, by and between Jon Vander Ark and Republic Services, Inc. (incorporated by reference to Exhibit 10.22 of the Company's Annual Report on Form 10-K for the year ended December 31, 2023).
10.17+	Republic Services, Inc. 2021 Stock Incentive Plan (incorporated by reference to Exhibit 10.30 of the Company's Annual Report on Form 10-K for the year ended December 31, 2020).

<u>Exhibit Number</u>	<u>Description</u>
10.18+*	Form of Performance Share Agreement (Executive Officer) under the Republic Services, Inc. 2021 Stock Incentive Plan.
10.19+*	Form of Performance Share Agreement (Other Executive) under the Republic Services, Inc. 2021 Stock Incentive Plan.
10.20+*	Form of Performance Share Agreement (Non-Executive Officer EVP) under the Republic Services, Inc. 2021 Stock Incentive Plan.
10.21+*	Form of Employee Restricted Stock Unit Agreement (Senior Executive) under the Republic Services, Inc. 2021 Stock Incentive Plan.
10.22+*	Form of Employee Restricted Stock Unit Agreement (Senior Executive, Cliff Vesting) under the Republic Services, Inc. 2021 Stock Incentive Plan.
10.23+*	Form of Employee Restricted Stock Unit Agreement (Other Employees) under the Republic Services, Inc. 2021 Stock Incentive Plan.
10.24+	Non-Competition, Non-Solicitation, Confidentiality, and Arbitration Agreement, effective February 13, 2024, by and between Brian A. Bales and Republic Services, Inc. (incorporated by reference to Exhibit 10.30 of the Company's Annual Report on Form 10-K for the year ended December 31, 2023).
10.25+	Offer Letter, dated August 18, 2023, by and between Gregg Brummer and Republic Services, Inc. (incorporated by reference to Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024).
10.26+	Non-Competition, Non-Solicitation, Confidentiality and Arbitration Agreement, effective February 13, 2024, by and between Gregg Brummer and Republic Services, Inc. (incorporated by reference to Exhibit 10.2 of the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024).
10.27+*	Amendment No. 1 to Republic Services, Inc. 2018 Employee Stock Purchase Plan, effective February 4, 2025.
10.28+*	Amendment No. 1 to Republic Services, Inc. 2021 Stock Incentive Plan, effective February 4, 2025.
19.1*	Insider Trading Policy.
19.2*	Insider Trading Procedures.
19.3*	Republic Services Share Repurchase Policy.
21.1*	Subsidiaries of the Company.
23.1*	Consent of Ernst & Young LLP.
31.1*	Rule 13a-14(a)/15d-14(a) Certification of Chief Executive Officer.
31.2*	Rule 13a-14(a)/15d-14(a) Certification of Chief Financial Officer.
32.1**	Section 1350 Certification of Chief Executive Officer.
32.2**	Section 1350 Certification of Chief Financial Officer.
97+	Amended and Restated Clawback Policy, dated July 19, 2023 (incorporated by reference to Exhibit 10.1 of the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2023).
101.INS*	XBRL Instance Document. - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Labels Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith.

** This exhibit is being furnished rather than filed and shall not be deemed incorporated by reference into any filing, in accordance with Item 601 of Regulation S-K.

+ Indicates a management or compensatory plan or arrangement.

Pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K, the Company has not filed as exhibits to this Form 10-K certain long-term debt instruments under which the total amount of securities authorized does not exceed 10% of the total assets of the Company and its subsidiaries on a consolidated basis. The Company hereby agrees to furnish a copy of any such instrument to the SEC upon request.

ITEM 16. FORM 10-K SUMMARY

None.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 13, 2025

REPUBLIC SERVICES, INC.

By: /s/ JON VANDER ARK

Jon Vander Ark

President and
Chief Executive Officer
(Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ JON VANDER ARK</u> Jon Vander Ark	President, Chief Executive Officer and Director (Principal Executive Officer)	February 13, 2025
<u>/s/ BRIAN DELGHIACCIO</u> Brian DelGhiaccio	Executive Vice President, Chief Financial Officer (Principal Financial Officer)	February 13, 2025
<u>/s/ ELYSE M. CARLSEN</u> Elyse M. Carlsen	Vice President and Chief Accounting Officer (Principal Accounting Officer)	February 13, 2025
<u>/s/ MANUEL KADRE</u> Manuel Kadre	Chairman of the Board of Directors	February 13, 2025
<u>/s/ TOMAGO COLLINS</u> Tomago Collins	Director	February 13, 2025
<u>/s/ MICHAEL A. DUFFY</u> Michael A. Duffy	Director	February 13, 2025
<u>/s/ THOMAS W. HANDLEY</u> Thomas W. Handley	Director	February 13, 2025
<u>/s/ JENNIFER M. KIRK</u> Jennifer M. Kirk	Director	February 13, 2025
<u>/s/ MICHAEL LARSON</u> Michael Larson	Director	February 13, 2025
<u>/s/ N. THOMAS LINEBARGER</u> N. Thomas Linebarger	Director	February 13, 2025
<u>/s/ MEG REYNOLDS</u> Meg Reynolds	Director	February 13, 2025

<u>/s/ JAMES P. SNEE</u> James P. Snee	Director	February 13, 2025
<u>/s/ BRIAN S. TYLER</u> Brian S. Tyler	Director	February 13, 2025
<u>/s/ SANDRA M. VOLPE</u> Sandra M. Volpe	Director	February 13, 2025
<u>/s/ KATHARINE B. WEYMOUTH</u> Katharine B. Weymouth	Director	February 13, 2025

February 14, 2025 REQUEST FOR PROPOSALS

SOLID WASTE AND RECYCLING SERVICES RFP # 2025-001

Questions Deadline: February 24, 2025, 2:00 PM, CST

Proposals Due: March 3, 2025, 2:00 PM, CST

Proposals for the services specified will be received by the City of Alvarado until the date and time as indicated above. Please submit one (1) original proposal, five (5) copies of the proposal in hard copy only, and one (1) copy of the proposal in pdf format on a flash drive.

Delivery and Mailing Address:

City of Alvarado

Attn: Hillary Cromer

104 W. College Ave.

Alvarado, Texas 76009

Late submissions will not be considered. Proposals must be submitted with the RFP number or marked "Solid Waste RFP" and the Contractor's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

CONTRACTORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this RFP contact: Hillary Cromer

817-790-3351

NO QUESTIONS OR COMMUNICATION SHOULD BE DIRECTED TO ANY ELECTED OFFICIALS OR OTHER CITY EMPLOYEES.

Please note that all submissions must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and will be returned unopened.

CALENDAR OF EVENTS

SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS

Date	Event
Saturday, February 15, 2025	1st Public Notice accepting bids and date they will be publicly opened.
Thursday, February 14, 2025	Post on the Website
Thursday, February 20, 2025	2nd Public Notice
Monday, February 24, 2025	Questions due by 2:00 p.m.
Monday, March 3, 2025	Sealed Proposals due from Vendors at 2:00 p.m. Bids publicly opened at 2:30 p.m. at 104 W. College Ave., Alvarado, TX 76009 in City Council Chambers.
March 3 - 7, 2025	Complete analysis of RFPs received by City Staff and contract negotiations with apparent low bidder.
Monday, March 17, 2025	City Council consideration of award of contract with selected vendor.
April 1 - July 1, 2025	Communication with citizens regarding changes in garbage collection.
July 1, 2025	New contract begins.

NOTICE TO VENDORS

Sealed proposals will be received by the City of Alvarado, Texas at the office of the City of Alvarado City Secretary until 2:00 PM, local time March 3, 2025, for the purchase of services as follows per proposal instructions and specifications:

REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES

RFP #2025-001

Qualified prospective suppliers may obtain copies of the proposal with information at the office of the City Secretary, located at the Alvarado City Hall, 104 W. College Ave., Alvarado, Texas 76009, at Proposals received later than the date and time above will be returned unopened, and will not be considered in the proposal process. Facsimile or electronic transmittals will not be accepted.

The successful Contractor shall furnish proof of insurance at the time of contract award in the form of an insurance certificate and endorsements to the City Secretary's Office.

The City Council of the City reserves the right to accept or reject any proposals or any part thereof or any combination of proposals and to waive any or all formalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interests of the City.

No officer or employee of the City of Alvarado shall have a financial interest, direct or indirect, in this or any contract with the City of Alvarado. Minority and small business vendors are encouraged to submit a proposal on any and all City of Alvarado projects.

SECTION I: INSTRUCTIONS TO CONTRACTORS

1. BACKGROUND

The City of Alvarado seeks proposals from qualified firms interested in providing municipal solid waste services to include refuse collection, disposal and recycling. Services shall be provided at various City locations as well as residences and businesses according to City ordinances and the Contract Documents.

Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the City, as determined by the City based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to "discretionary contracts: to preserve public health, safety, and welfare." It is not a statutory competitive bid solicitation. The City reserves the right not to award the contract, or to amend or negotiate terms of the contract after reviewing proposals that have been submitted at any time while proposals are pending. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

2. SCOPE OF WORK

The City of Alvarado is seeking proposals from qualified firms interested in providing municipal solid waste services, including refuse collection, disposal, and recycling. Services shall be provided at various City locations, as well as residences and businesses, in accordance with City ordinances and the specifications outlined in this RFP.

(a) Residential Service

Solid Waste services provided by the Contractor shall be equivalent or superior to service levels currently provided. Cost of all services and disposal are the responsibility of the Contractor and are to be included in Contractor's price. The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items necessary to provide the City with complete refuse collection, removal and disposal and recyclable collection and processing. The City currently has approximately 2,169 residential customers billed and collected by the City, and approximately 223 non-residential accounts billed and collected by the contractor. The residential solid waste and brush/bulk is currently collected once per week, with once a week recyclable collection. The City's specifications are for residents to continue receiving automated collection service by a 95-gallon Polycart; carts must be provided by contractor. The commercial waste is collected as required by the customer.

Residential Recycling Collection: The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95-gallon minimum recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled "MATERIAL".

Disposal at Landfill: Residents shall have access to dispose of solid waste at a landfill or transfer station at no extra charge one time per year up to 4 cubic yards. Proof of residency will be required in the form of a current utility bill from the City.

Storm Debris: In the event of a hurricane, tornado, windstorm, flood, natural disaster, or other act of God, Storm Event Debris may result from such event. Contractor shall provide rates to collect and dispose of such Storm Event Debris to the City. The City is not obligated to select Contractor to perform the collection of Storm Event Debris.

Brush/ Bulk Collection: Monthly bulk & bundled brush pickup up to 2 cubic yards.

Backdoor Service: The Contractor shall provide backdoor trash and recycling collection for eligible individuals with disabilities, as defined by the contractor's guidelines. Eligibility requirements and the application process shall be clearly outlined and accessible to residents. This service will ensure that qualifying individuals receive consistent, reliable collection at their residence, minimizing physical strain and accessibility barriers.

(b) Regular Service For City Owned Or Operated Facilities

The Contractor shall make, at no charge to the City, the collection, transportation, and disposal of waste and recyclable materials accumulated by the City at City owned, operated, or other City designated sites on Exhibit A. Future City facilities shall be included at no charge to the City. Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers, and recycling containers as requested by the City for ongoing or special projects. If the City produces any waste that is hazardous or special waste, the Contractor will provide those services to the City on a cost per service basis. Also, in the event that the City's containers are full and need a special disposal, the Contractor will accommodate the City when possible.

Contractor shall plan two bulky item and brush clean-up events each calendar year. Events will be the second week of April and the second week of October. Contractor shall provide eight (8) free roll offs per event at a location specified by the City.

(c) Commercial and Industrial Service

Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening. Polycarts will be provided to Commercial Hand Collect customers, with ownership retained by Contractor. Temporary roll-off services should for commercial should be available on an open market basis.

(d) Recycling Processing Site

All recyclable materials for the recycling program shall be recycled and not disposed in a landfill. Contractor's failure to abide by obligations of the recycling Program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the City may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the City of the recycling location where recyclables will be unloaded and processed. The City reserves the right to approve Contractor's recycling site.

(e) Taxes, Governmental Fees, Charges and Compliance

The Contractor shall agree to pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this Contract. The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. The Contractor shall follow and comply with all environmental regulations and laws pertaining to the provision of the services detailed herein

3. PREPARATION OF THE PROPOSAL/SUBMITTALS

Respondents must provide the following information:

- ☐ Experience and qualifications related to municipal waste management.
- ☐ Operational plan, including equipment, personnel, and collection schedules.
- ☐ Proposed pricing structure for residential, commercial, and City facility services.
- ☐ Compliance with all applicable federal, state, and local laws.
- ☐ Customer service protocols, including complaint resolution procedures.
- ☐ Sample reporting, including tracking of waste and recycling tonnage.

(a) Respondents are encouraged to prepare and submit their questions in writing. Any oral responses provided by City staff shall be considered preliminary and any written responses given shall be considered an official response. Any oral responses given that is not subsequently confirmed in writing shall not be official or binding on the City. Only written responses shall be official, all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing services listed herein and respond completely. Failure to complete and provide any of the proposal requirements may result in the respondent's proposal being deemed incomplete and therefore disqualified from consideration.

(b) All Proposals must be prepared and signed by the Contractor in the form attached hereto. THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR. All blank spaces in each Proposal Form together with appropriate exhibits must be completed in full in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor in ink.

The proposal amount is for a Base Bid. It is the intent of the proposal to determine the lowest possible cost without regard to License or billing fees. All License fees and/or billing fees will be determined by the City and added to the base bid provided by Contractor. One rate will be then established for the Customer, which includes the Base Bid, License Fee and/or Billing Fee.

(c) Submission Information: Sealed proposals (one original, five [5] copies and one [1] copy in electronic format on a flash drive, together with appropriate schedules, will be accepted until 2:00 p.m. on March 3, 2025 at City of Alvarado, Attn: Hillary Cromer, 104 W. College Ave, Alvarado, Texas 76009. Each sealed proposal must be clearly marked with the name of firm/Respondent and the description "RFP #2025-001 SOLID WASTE COLLECTION & RECYCLING SERVICES - DO NOT OPEN UNTIL 2:00 P.M, Monday, March 3, 2025".

No telephone, emailed, or faxed proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for or consider missing, lost, or late deliveries. If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal received later than the date and time above will not be considered.

(d) Any Proposal may be withdrawn prior so long as the request is received in writing from an authorized representative of Respondent prior to the proposal deadline.

4. ADDENDA AND EXPLANATIONS

Requests for additional information shall be made no later than 2:00 p.m. on February 24, 2025, and shall be directed to Hillary Cromer via email at cromerh@cityofalvarado.org. All requests must be made in writing. Oral explanations will not be binding. Any interpretations, corrections, or changes to this Request for Proposal or specifications will be made by addenda. Addenda will be posted at . It is the responsibility of the Respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal. Answers to questions will be published in the form of addenda not later than four (4) days prior to the date fixed for the opening of Proposals.

Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

5. FAILURE TO ENTER INTO THE CONTRACT

The Contractor to whom the Contract is awarded will be required to execute two (2) copies of the Contract and furnish the required proof of insurance. In case of the Contractor's refusal or failure to do so within twenty (20) days after receipt of formal notice of award, the Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's proposal may be declared forfeited to the City, and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the City may elect.

6. CONDITIONS

Each proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications. It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to become familiar with existing conditions, shall in no way relieve Contractor of any obligations with respect to the Contractor's Proposal or to the Contract.

The Contractor shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions the Contractor may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

7. NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The Proposal must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether a corporation, partnership, or individual, shall also be stated in the Proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the proposal the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be included with the signature of the authorized representative.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

8. COMPETENCY AND QUALIFICATIONS OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor, the Contractor may be required to furnish any or all information as requested.

9. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its Proposal:

- (a) Evidence of collusion among Contractors.

(b) Lack of competency as revealed by financial statements, experience or equipment statements, and/or other factors.

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.

(d) Default on a previous city contract for failure to perform.

10. BASIS OF THE RFP

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed and evaluated on the basis set forth in No. 20 hereof.

11. QUANTITIES

The current quantities for the number of residential, commercial, and industrial units are strictly estimates. It is the responsibility of the Contractor to survey the City for use in preparing the proposal. The Contractor may wish to utilize its own or other estimates and to provide for growth or shrinkage factors.

12. METHOD OF AWARD

The City reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure or interlineation of the Contract Documents or of the proposal shall render the accompanying proposal non-conforming and subject to (but not requiring) rejection by the City. The City intends to award the Contract at the March regular City Council Meeting.

13. DISPOSAL SITE

Once selected, the Contractor is responsible for the legal disposal of non-recyclable waste at a state approved facility. The Contractor shall pay all state fees imposed by the Texas Health and Safety Code related to disposals. Contractor shall provide evidence indicating that it has the right to use a landfill site for the purpose of this Contract for the entire term of the Contract and any agreed extensions thereto. Once waste is picked up by the Contractor, transportation and disposal of the waste is the sole responsibility of the Contractor. Contractor agrees to indemnify the City from any liability, fines or penalties or costs associated with the transportation and deposit of Refuse and Hazardous Waste in the landfill.

14. FRANCHISE FEE

For the right and privilege of using the City's public rights-of-way to provide exclusive services per the contract, the successful Contractor, on the first day of each month during the term of the contract, will pay the City a franchise fee equal to fifteen percent (15%) of gross receipts resulting from the operation of the residential services, fifteen percent (15%) of gross receipts for commercial services, and ten percent (10%) of gross receipts for roll-offs within the City and will email a report to the Chief Financial Officer coxlaura@cityofalvarado.org detailing the franchise fee calculation. The City may increase or decrease the franchise fee with ninety (90) calendar day's written notice. Contractor agrees to pay the franchise fee monthly for all commercial and industrial accounts.

The City will collect the franchise fee for residential collection. These fees shall be deducted from the monthly payments to Contractor for receipts for residential collection.

15. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

16. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

17. CURBSIDE RECYCLING CONTAINERS

The Contractor will provide to each Residential Unit a container for Recyclable Materials. Such container shall be a standard recycling bin with a lid and a minimum capacity of 95 gallons. Each container shall be of a type that is accepted by other municipalities with recycling experience. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

18. MATERIAL

The Contractor shall provide a single-stream recyclable collection service on a once per week schedule. Residents will not be required to separate recyclable materials by type of material; therefore, all recyclables may be co-mingled with other recyclable materials. Contractor shall include a list of acceptable recyclable materials.

The following materials shall be included in the recycling program:

- Newsprint
- Office Paper
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass - Clear, Brown and Green
- Plastic Containers Labeled #1, #5 and #7 (Ex. Milk jugs, water bottles, detergent jugs)
- Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. To the fullest extent possible, Contractor shall protect recycling materials against contaminants that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

19. TERM

The term of service shall be five (5) years beginning July 1, 2025 with up to three (3) renewal terms of five (5) years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional three-year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and if so, shall approve the extension within 60 days.

20. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The selection committee may select all or some or none of the Respondents for interviews. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee. The City may request additional information from the respondents at any time prior to the final approval of a selected respondent. The City reserves the right to select one or more, or none of the respondents to provide services. Final approval of a selected respondent is subject to the action of the City Council. The criteria to be evaluated may include the following items listed below.

- a) Experience, Background, Qualifications
- b) Proposed Plan for Service delivery, including proposals for optional services
- c) Evaluation of Proposed Pricing Schedule
- d) Compliance with RFP requirements
- e) Customer Service and Reporting

The Contractor selected to provide service may be required to submit (in person) its final proposal to the Council at the City Council meeting.

21. IMPLEMENTATION AND OPERATIONS PLAN

The Contractor shall provide an Implementation and Operations Plan detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services. If the city selects the service for Polycart collection of regular trash services the expectation is that the Contractor shall deliver the Polycart to the customer prior to July 1, 2025.

22. REPORTING REQUIREMENTS

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- a. Monthly reports, within two (2) weeks of the end of each month detailing:
 - 1. Residential Polycart transactions; participation/set-out rates, etc.

2. Commercial and Industrial hand collection and roll-off container reports by location, size and frequency
 3. Tonnage of recycling and trash collected by category of service
- b. Annual reports each October on the status of the terms and conditions of the License and any points that Contractor believes need to be addressed.

23. EXCLUSIVITY OF CONTRACT RIGHTS

The Contractor shall have the sole and exclusive license, and privilege to provide residential and commercial municipal solid waste and/or residential recycling (not including storm debris and construction debris, which shall be by independent contract between the producer and any City-registered construction debris collector) collection and removal within the corporate limits of the City. Temporary roll-offs shall be open market.

SECTION II: STANDARD TERMS & CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City.

A. **ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal or specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvarado City Secretary. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this RFP. It is the responsibility of the respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.

B. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

C. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.

D. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.

E. **AWARD:** The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the City, unless denied by the respondent.

F. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Alvarado's City Secretary will make all change orders to the contract in writing as allowed by law.

G. **COMMUNICATION:** The successful Respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make

inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Manager.

H. CONFLICT OF INTEREST: In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Alvarado's City Secretary (attached).

I. CONTRACT ENFORCEMENT:

1. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
2. In the event the successful Respondent shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall be entitled to terminate the Contract in accordance with the provisions of the Contract included in the Contract documents.

J. ETHICS: The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City except in accordance with City Policy.

K. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

L. FELONY CRIMINAL CONVICTIONS: The Respondent represents and warrants that neither the Respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

M. FORCE MAJEURE: Force majeure is defined as acts of God, war, strike, fires or explosions. Neither the successful Respondent nor the City is liable for delays or failures of performance due to force majeure. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of force majeure.

N. INDEMNITY AGREEMENT: Except as hereinafter set forth, the successful Respondent shall indemnify and hold harmless the City of Alvarado and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, expert witness fees and other costs arising out of or resulting from negligent performance of the services set forth in the successful respondent's proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by negligent acts or omissions of the Respondent, a subcontractor of the Respondent, anyone directly or indirectly employed or contracted by the Respondent or anyone for whose acts the successful Respondent may be liable.

O. INVOICES: Each invoice shall contain the successful Respondent's name and address, City of Alvarado's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Alvarado, Attention: Accounts Payable, Alvarado, Texas, 76009.

P. LATE SUBMITTALS: The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the City Secretary's Office, for confirmation of receipt you may contact Beth Walls, City Secretary, at 817-790-3351, ext. 114.

Q. MINIMUM STANDARDS FOR RESPONSIBLE RESPONDENT: A respondent must affirmatively demonstrate Respondent's responsibility. A Respondent must meet the following requirements:

- a. Have adequate financial resources or the ability to obtain such resources.
- b. Be able to comply with the instructions, specifications, terms and conditions.
- c. Have a satisfactory record of performance.
- d. Have a satisfactory record of integrity and ethics.
- e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

R. PATENTS/COPYRIGHTS: The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.

S. PAYMENT: Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.

T. PRICES HELD FIRM: All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City.

If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Alvarado.

U. REFERENCES: The City requests each Respondent to supply, with its Proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of the firm, address, contact employee of the firm, telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

V. RELEASE OF INFORMATION AND PUBLIC INSPECTION: Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other

parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.

W. REQUIRED DOCUMENTATION: In response to this request for proposal, all documentation required by this RFP must be provided.

X. SALES TAX: The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 1-75-6000443-8.

Y. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

Z. SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

AA. SUBCONTRACTORS: The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Prime Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

BB. TAX/DEBT ARREARAGE: The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Alvarado, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.

CC. TERMINATION OF CONTRACT: The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

DD. TRAVEL AND DIRECT CHARGES: The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.

EE. VENUE: Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Tarrant County, Texas, where venue for any proceeding arising hereunder will lie.

FF. WITHDRAWAL OF PROPOSAL: A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the Respondent prior to the proposal deadline.

SECTION III: GENERAL SPECIFICATIONS

1.00 DEFINITIONS

1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.

1.02 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

1.03 Bin (Residential Recycling): See Recycling Container.

1.04 Brush: Plants or grass clippings, leaves or tree trimmings.

1.05 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be.

1.06 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, or 40 lbs. in weight.

1.07 City: The City of Alvarado, Texas.

1.08 Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

1.09 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

1.10 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

1.11 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

1.12 Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

1.13 Compactable Waste: Items that can be crushed under the weight of compaction equipment.

1.14 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

1.15 Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance, into the container, by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

1.16 Contract Documents: The Request for Proposal, Instruction to Contractors, Contractor's Proposal, General Specifications, Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City.

1.17 Contractor: The person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

1.18 Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

1.19 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

1.20 Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

1.21 Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

1.22 Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on- site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33

U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.);

(ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C.

§ 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C §§ 4321–4347).

1.23 Garbage: Any and all dead animals of less than 10 lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

- 1.24 Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries etc., and consumer electronic equipment that is near or at the end of its useful life.
- 1.25 Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.
- 1.26 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.
- 1.27 Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.
- 1.28 Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.
- 1.29 Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.
- 1.30 Polycart: A wheeled receptacle with a maximum capacity 95 gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems, and having a tight-fitting lid capable of preventing entrance, into the container, by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.31 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.32 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
- 1.33 Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.
- 1.34 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a minimum capacity of 95 gallons.
- 1.35 Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.36 Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

1.37 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four or less units, shall be treated as a Residential Unit, with each unit receiving individual trash service and recycling service, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.38 Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

1.39 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

1.40 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.41 Take All Service: Refers to service level expected of contractor for solid waste collection. Specifically, contractor will dispose of any items placed on curbside, including bulky items. The exception will be unacceptable waste.

1.42 Unacceptable Waste: Brush not meeting acceptable guidelines (cut in 4-foot sections and bundled), contractor debris, and household hazardous waste.

1.43 Unusual Accumulated: (a) For residences, each regular collection more-than ten (10) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business and (c) materials judged by the Alvarado City Secretary to be hazardous such as oil, acid, or caustic materials.

1.44 Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

2.00 TYPES OF COLLECTION

2.01 Residential Collection:

.01 At the premises of residential accounts held by the City and served by the Contractor, collection shall occur as follows:

- A minimum of once weekly automated service including residential solid waste and brush/bulky waste collection. Exceptions are unacceptable waste (see definitions).
- A minimum of once weekly collection of recyclable materials

.02 Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and require modification of routes, and updates on routes of Contractor.

.03 The Contractor shall pick up all acceptable waste generated from a residential premise, provided the same is properly prepared, bagged, or stored for collection in garbage containers, or properly bundled, although bulky waste will not be required to be in garbage containers. Contractor shall also be required to pick up all acceptable brush and trees during the regular residential collection frequency provided that same are prepared according to specifications. Loose brush and tree stumps exceeding 50 pounds each may be disposed of by Contractor for a rate to be set by contractor and approved by City. At customer's request, rubbish, and brush and trees that are not contained in garbage containers or are not prepared and placed for collection in a bundle or a boxed bundle, may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be defined as a "pick-up truck load" or a specific cubic yard measurement.

2.02 Brush/Bulky Wastes Collection: The Contractor shall provide with residential waste collection, weekly service for brush/bulky wastes and/or bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.

2.03 Residential Recycling Collection:

.01 The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95-gallon (minimum) recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled "MATERIAL".

.02 Contractor shall provide free of charge extra recycling containers as requested by resident, to replace damaged, lost, or stolen bins. At onset of contract, Contractor will be responsible for delivering new recycling bin(s) and lids to each resident to replace those from current provider, if required.

.03 The collection of the recyclable materials shall occur at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than bin size, etc.

.04 Contractor shall also provide the City a recycling report detailing volume collected and participation rate on a monthly basis.

2.04 Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or containers as so designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

2.05 Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances. Contractor shall propose rates for unusual accumulations in its proposal.

3.00 COLLECTION OPERATION

3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 a.m. and shall generally not extend beyond 7:00 p.m. Refuse shall be placed at curbside by 7:00 a.m. on the designated collection day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor.

3.02 Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

3.03 Location of Bins, Bags, and Bundles for Collection: Each bag and/or container shall be placed at curbside for collection by 7:00 A.M. on the designated collection day. (See Curbside definition). When construction work is being performed in the right-of-way, bags and containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any waste not so placed.

3.04 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.

3.05 Holidays: The following shall be holidays for purposes of this Contract:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above- mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet its contractual obligations. NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the City to best accommodate the needs of the citizens.

3.06 Complaints:

- .01 Complaints shall be made directly to the City. Contractor shall promptly respond to all complaints. At a minimum, Contractor's complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and shall promptly provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Contractor shall collect any missed pickups of residential refuse the same business day if notification to the Contractor is provided by 2:00 p.m., and if Contractor is notified after 2 p.m., not later than 12:00 p.m. the next business day.
- .02 If the Contractor is unable to resolve a complaint within 36 hours, Contractor will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within 36 hours.
- .03 The City shall notify Contractor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint.
- .04 Contractor shall notify all customers about complaint procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collections, or procedures. The City and Contractor will work together to determine the most appropriate method of notification.
- .05 Contractor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.
- .06 For an unresolved complaint from a customer, the City's designated representative shall be responsible for deciding any disputes between the City, Contractor, and/or the customer as to the validity of the customer's complaint if the complaint arises from the Contractor's duties to collect a customer's refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential customer's container or bin as required herein. The decision of the City's designated representative on such matter shall be final and the parties agree to abide by said decision; provided, however, that when Contractor challenges any complaint or failure to perform under this Contract, the City's designated representative may request a joint inspection by a representative of the City and a representative of Contractor.

3.07 Collection-Equipment:

- .01 Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract.

- .02 Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.
- .03 Due to street size variations in the City, the Contractor shall provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. The Contractor will utilize lighter-capacity single-axle collection trucks for those routes identified by the City and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (i.e., on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.
- .04 All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number in a color and size so as to be legible from 150 feet. No advertising shall be permitted on vehicles.
- .05 All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract.
- .06 Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program shall be used.
- .07 The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City.
- .08 Contractor shall ensure that vehicles are washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a clean and sanitary condition.

3.08 Office: The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones, with a local or toll-free number for Alvarado residents and business representatives, and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

3.09 Point of Contact: All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the City's designated representative and by the City to the Contractor's District Manager. Each party agrees to provide the other with the name and phone number of the employee to be contacted after regular business hours should an emergency arise.

3.10 Lease Container: The Contractor may lease containers for waste storage to the owner or occupant of the Contractor's commercial customers. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number. Such containers shall be maintained in the City approved single color scheme.

3.11 Recycling Container: Contractor will provide each Residential Unit and Commercial Unit a container for recyclable materials. The containers will have a minimum capacity of 95 gallons and have lids for protection of paper materials from the weather or be plastic bags. Contractor shall provide free of charge extra recycling bins, as requested by the resident or the business or industrial customer, to replace damaged, lost, or stolen bins.

3.12 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the EPA. Contractor shall provide evidence of its right to use the landfill for the term of the Contract.

3.13 Spillage:

- .01 The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall leave proper notification to the customer at the premises to properly contain refuse.
- .02 The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection.
- .03 Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
- .04 If any customer maintains improper or inadequate containers for the nature, volume or weight of refuse to be removed from the premises, or if any customer improperly places debris or bulky items for collection, Contractor may refrain from collecting all or a portion of such refuse and shall notify the City and the customer that refuse has not been removed from his premises on the scheduled collection day; where no notice of non-collection or a change in collection schedule has been received from Contractor, the City may investigate. If the City determines that Contractor has failed to collect refuse from the premises without cause, Contractor shall collect same within 24 hours after a collection order is issued by the City.

3.14 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

3.15 Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or

when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

3.16 Inappropriate Recycling Materials: If Contractor's employees determine that the recyclable materials set out by the resident are unacceptable due to the inappropriateness of the materials, Contractor will leave the inappropriate materials in the recycling bin and attach a sticker explaining why the materials were rejected. Contractor is not required to collect recyclable materials mixed with garbage or rubbish normally collected by solid waste collection crews.

3.17 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency. Contractor shall notify City in the event Contractor becomes aware of any hazardous waste that has been placed for collection.

3.18 Employees:

- .01 Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
- .02 Contractor shall perform driving record checks of all drivers working within the City at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.
- .03 Contractor shall remove any driver with an unsafe driving record from working within the City.

3.19 Noise: Contractor shall make collections with a minimum of noise and disturbance to the household residents.

4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes and fees required by the City and the State or other governmental entity.

5.00 INDEMNITY

Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant, or subcontractor of Contractor, and their respective officers, agents employees, directors and

representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH SUITS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT. The

provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

5.01. It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this section(section 5), is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials employees, officers, directors, volunteers and representatives in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this Section and Section 7 shall survive the term of this Contract.

6.00 TERM

The term of service shall be five (5) years beginning July 1 2025, with up to three (3) renewal terms of five (5) years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional one-year period, the party shall give written notice to the other party not less than 120 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and, if so, shall approve the extension within 60 days.

7.00 INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and Contractor shall submit to the City evidence that the required insurance coverage evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

7.01 Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages:

Type Coverage	Per Occurrence Minimum	Aggregate minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000

Comprehensive Auto Liability Bodily Injury \$1,000,000 \$1,000,000	\$1,000,000	\$5,000,000
Comprehensive Auto Liability- Property Damage	\$500,000	\$1,000,000
Environmental Impairment/ Impact- sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

7.02 Additional Requirements for Insurance: Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. the liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader;
2. the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment of premium, only 15 days written notice to City is required;
4. the term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;

5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
6. all liability policies required herein shall be written with an “occurrence” basis coverage trigger; and
7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

8.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld as long as the City determines the proposed assignee meets the same financial stability, safety record, and customer service record as required in the Request for Proposals dated February 14, 2025. In the assignment, the assignee shall assume the liability of the Contractor provided that the Contractor shall remain liable and responsible to the City for any claims, violations of law, liability or damages arising during Contractor’s performance of the Contract.

9.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor’s collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer’s premises, whichever last occurs.

10.00 COMMERCIAL BILLING

The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to City a Franchise fee equal to 15% of the Contractor’s gross billings to commercial solid waste accounts for services rendered under the Contract with the City, said fees to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. The City reserves the right to increase the Franchise fee in the event that the City determines an increase is necessary to provide appropriate compensation for the impact of the Contractor’s use of the City streets.

11.00 REMUNERATION

11.01 Collection and Disposal Rates: The collection and disposal rates shall be as follows:

1. For collection of refuse and recycling service required to be performed, the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with section 12.02.
2. For special collections provided by the Contractor, the charges are to be negotiated between the Contractor and the City prior to collection.
3. For other collections specified by the Contractor in the Proposal, the rates set forth in the Proposal.
4. The refuse collection charges shall include all disposal cost.

11.02 Modification to Rates: Contract may request an increase in the fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations shall be as follows.

1. On July 1, 2027 or on July 1 of any year thereafter, Contractor may request an adjustment in rates. The rate request shall be based upon the change in the Consumer Price Index (CPI) each June (U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, All Items Less Food and Energy, Base Period 1982-84=100) from July 1 of the previous year. If the index specified above is discontinued, the parties shall agree by June 1 of the then-current year to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics (BLS) designates an index with a new title or code number or table number as being the continuation of the index cited herein, the new index shall be used.
2. If the above calculation does not result in an increase, the City Council will not consider an adjustment to the base rates. If the calculations result in an increase, the City Council may grant the increase based on CPI changes, not to exceed three percent (3%) maximum increase. Any increases shall become effective October 1 of the year the increase is granted.
3. Commencing July 1, 2027, in the event diesel gasoline prices increase by more than 15% in any quarter, the Contractor may request and the City Council will consider, approval of a fuel surcharge adjustment for rates. The amount of the fuel surcharge adjustment shall be applied subsequent to any applicable CPI adjustment. The City's designated representative shall review the surcharge and shall discontinue the surcharge when the conditions for the surcharge no longer exist. Extra cart fees are not subject to fuel surcharge adjustments.
4. Any proposed rate adjustment shall be submitted to the City as soon as practicable and be accompanied by adequate cost justification and documentation to allow for consideration by the City.

11.03 Billing Responsibility; Payments: The City shall be responsible for billing residential accounts and collecting payment from customers. The Contractor will be responsible for billing and collection of commercial or roll-off services, in accordance with the selected service alternatives.

11.04 Delinquent and Closed Accounts: The Contractor shall discontinue refuse collections service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Refuse Collection on the next regular scheduled collection day. The Contractor shall have the right to discontinue refuse collection service at any Commercial Unit delinquent in its payments.

11.05 Contractor's Billings to City: The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the (30) day following the end of the month. Such billing and payment shall be based on the price rates and

schedules set forth in the contract document. The Contractor shall be entitled to payment for services based on the City's collection receipts from its customers for such service.

11.06 Contractor shall quote a rate for service per resident unit per month. The City shall bill the Residential Units, and shall pay the Contractor based on the revenues received on a monthly basis.

11.07 Contractor shall quote rates for services to commercial and industrial units in compliance with the rates set forth in the Contract. Contractor shall bill commercial customers directly.

12.00 BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, or the party's designated representative, at the inspecting party's expense, upon reasonable advance notice.

13.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: 104 W. College Ave., Alvarado, Texas 76009 ATTN: City Secretary

If to the Contractor, at: ATTN: [TITLE]

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

14.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, or Act of God beyond the reasonable control of Contractor.

15.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

16.00 GOVERNING LAW AND VENUE

This Contract shall be construed and enforced in conformance with the laws of the State of Texas. Venue for any actions arising from or related to this Contract shall be in Tarrant County, Texas.

17.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of the Contract shall begin on July 1, 2025

18.00 MISCELLANEOUS PROVISIONS

18.01 Attorney's Fees: The prevailing party in the adjudication of any proceeding relating to this Agreement shall be authorized to recover its reasonable and necessary attorney's fees and shall not include damages set forth in Section 271.153 of the Texas Local Government Code.

18.02.1 Independent Contractor: Contractor is an independent contractor as to the work, duties and rights granted herein and neither Contractor, its agents, officers, or employees, or subcontractors is an employee of the City. The doctrine of respondent superior shall not apply between City and Contractor and nothing herein shall be construed as creating a partnership or joint enterprise between the parties hereto.

18.02.2 Construction: The parties agree that nothing in this Contract will be construed against the drafter, each party having had the opportunity to consult with counsel to review this Contract.

18.02.3 Contract Documents: The Contract shall include the following documents as though they were fully set forth verbatim in the Contract: the proposal, including all exhibits the rate sheets, and the requests for proposal, including any addendums.

19.00 SPECIAL PROVISIONS

19.01 Clean Up Events:

During the term of this Contract, Contractor agrees to provide support each year to the City for City sponsored events as follows:

1. Contractor shall annually, on each June 1 of the term of this Contract, pay City \$5,000.00 for support of City sponsored events.
2. Contractor shall provide up to eight (8) 30-yard roll-off containers free of charge for each City event. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notice to Contractor to schedule such events.

SECTION IV:

ATTACHMENT A

Estimated Number of Residential, Commercial and Industrial Units Serviced

As of February 2025

TYPE OF SERVICE	APPROXIMATE # OF UNITS
Residential	2,169
Commercial & Industrial	223
TOTAL	2,392

ATTACHMENT B

CITY OF ALVARADO CURRENT RATES

EFFECTIVE 8/01/2024

AMENDED "EXHIBIT A"
SOLID WASTE PRICING
RATE SCHEDULE

RESIDENTIAL CURBSIDE RATES

Residential Trash Collection (1 cart, once per week)	\$ 10.70
Monthly On-Call Bulk Collection (Up to 3 cubic yards)	included
* Residential Recycle Collection (1 cart, every other week)	\$ 3.59
* Residential Recycle Processing	\$ 0.87
Quarterly Landfill Access (1st Saturday of January, April, July, October)	
Total	\$ 15.16
Additional polycart (maximum 3 per home)	\$ 8.99

*Senior citizens have the privilege to opt-out of residential recycle collection and processing and the fees associated with this service. Application for qualification to opt-out of service must be made at Alvarado City Hall. Resident must be at least 65 years old, the homeowner and must reside at the address.

Optional Service - Off-schedule bulk collection is available for a fee. Residents must make arrangements directly with Republic Services and service will be quoted and pre-paid prior to collection. Minimum fee for this service is \$46.30 per collection for one truck hopper full of waste. Republic will not collect items that are too heavy to be safely loaded into collection vehicle, items that may damage collection vehicle or items that are not accepted at the landfill.

Commercial Curbside Collection

Commercial Curbside Trash (2 carts, once per week)	\$ 33.59
Commercial Recycle Collection (1 cart, every other week)	\$ 3.59
Commercial Recycle Processing	\$ 0.87
Total	\$ 38.05
Additional polycart/per month	\$ 8.99

Commercial Front Load Service

Container Size	1X week	2X week	3X week	4X week	5X week	Extra Lift
2 yard	\$ 80.20	\$ 126.98	\$ 173.75	\$ 220.55	\$ 265.06	\$ 38.39
3 yard	\$ 104.48	\$ 182.80	\$ 263.07	\$ 302.95	\$ 372.01	\$ 39.53
4 yard	\$ 132.60	\$ 227.00	\$ 325.45	\$ 365.36	\$ 447.75	\$ 49.40
6 yard	\$ 164.73	\$ 291.28	\$ 415.82	\$ 488.53	\$ 597.00	\$ 78.99
8 yard	\$ 218.95	\$ 365.62	\$ 512.26	\$ 616.90	\$ 752.92	\$ 96.82
Casters:	\$ 8.46				Locking Container	\$ 1.68
Extra Yardage	\$ 29.96	/yard			Removal/Delivery	\$ 29.96
Exchange Can:	\$ 126.27				Customer Damaged/ Burned Can	\$ 200.00

Industrial Roll Containers

SIZE	TYPE	Delivery / Relocate	Monthly Rental	Haul Rate/Load	Deposit/ Container
20 yard	Open Top	\$ 107.85	\$ 125.82	\$ 419.37	\$ -
30 yard	Open Top	\$ 107.85	\$ 125.82	\$ 509.24	\$ -
40 yard	Open Top	\$ 107.85	\$ 125.82	\$ 599.11	\$ -
30 yard	Compactor	Negotiable	Negotiable	\$ 615.87	n/a
35 yard	Compactor	Negotiable	Negotiable	\$ 694.95	n/a
40 yard	Compactor	Negotiable	Negotiable	\$ 774.05	n/a
42 yard	Compactor	Negotiable	Negotiable	\$ 806.41	n/a
Dry Run Fee:	\$ 107.85	Removal Fee:	\$ 107.85		
Relocate:	\$ 107.85	Washout	\$ 209.70	must be scheduled with a haul	

FRANCHISE FEE: 15% Commercial & Residential, 10% Industrial

Effective: 8/1/2024

SECTION V:
CONTRACTOR'S PROPOSAL FOR

SOLID WASTE COLLECTION AND RECYCLING SERVICES

The proposal amount is for a Base Bid including Franchise fees and/or billing fees with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to Franchise fees and/or billing fees. One rate will be established for the Customer, which is the Base Bid including Franchise fees and/or billing fees. The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Alvarado, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

**Please complete the following based on Contractor's Solid Waste Collection and Disposal and
Residential Recyclable Materials Collection & Processing**

Contractor's Background and Experience:

Please describe your background and experience with providing residential solid waste and recycling collections services to public entities or cities. Please also identify the name of the entities or cities for which those services were provided.

Contractor's Resources:

Please list your resources, including total number of employees, number and location of offices and/or services center; number and types of equipment available to be assigned to this contract.

Contractor's Qualifications:

Please describe the number of professional qualifications, including municipal solid waste licenses and other pertinent certification and associations.

CONTRACTOR'S PROPOSED PLAN FOR SERVICE DELIVERY:

On a separate sheet labeled "Contractor's Proposed Plan for Service Delivery, please describe how each service will be accomplished and performed in the service area. Specifically:

- A. Describe the Methodology for Garbage Collection to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area
- B. Describe the plan to provide Recycling Collection Services to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area
- C. Provide the list of identified landfills, disposal sites and recycling centers the Contractor intends to utilize. Please state whether these are owned by the Contractor and provide evidence of the right to utilize the landfill for the purposes of this Contract for the term of the Contract and any extensions thereof.
- D. Provide a list of reserve equipment and personnel available to ensure timely delivery and completion of all services.
- E. Provide Implementation and Operations Plan, detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services.
- F. Describe the customer service office and procedures:
 - 1. Hours of operation
 - 2. Procedure for tracking vehicle
 - 3. Procedure for responding to request for service
 - 4. Identify the names of the contacts for the City
 - 5. Identify emergency contacts

RESIDENTIAL RATE SCHEDULE

BASE SERVICE (Residential):

- A. Automated Solid Waste Collection
Including Brush/Bulky Waste Collection Once per Week Collection, 96-Gallon Polycart provided
Per Unit Per Month \$ _____
Cost with Polycart provided \$ _____
- B. Recyclable Materials Collection & Processing
Once a Week Collection, 95-Gallon Polycart
Per Unit Per Month \$ _____
- C. Solid Waste and Recycling removal service at
City Facilities listed in Exhibit A \$ NO CHARGE

OPTIONAL SERVICES (Residential):

- 1. Household Hazardous Waste
 - a. City-paid Events
Contractor to propose a program similar to a
2x per year event and provide cost estimates \$ attach proposal
 - b. On-demand Service
Contractor to propose a program where residents
call in for HHW to be picked up at the house \$_____/pickup
 - c. Unusual Accumulation
Per Pickup
\$ _____
 - a. Construction Debris
Per Pickup
\$ _____
 - d. Contractor-paid Events
Contractor to propose a program as in 1a. for which contractor pays all costs
\$ attach proposal

e. On-Demand Household Hazardous Waste & E-Waste Collection

Contractor to propose a program for this type
of collection \$ attach proposal

f. Once per year cart cleaning

Per resident, trash & recycling bins \$ _____

OPTIONAL SERVICES (Commercial):

For each optional service, contractor shall provide the additional cost per unit, per month, as applicable. Contractor shall include in submittal the details of the proposed services. Pricing and descriptions of alternate offerings for optional services shall be included in submittal.

1. Recyclable Materials Collection & Processing

a. Commercial/Industrial

Once a Week Collection \$ attach proposal

b. Unusual Accumulation

Per Pickup \$ _____

c. Construction Debris

Per Pickup \$ _____

2. Recyclable Materials Collection & Processing

a. Apartment Complexes

Once a Week Collection \$ attach proposal

b. Unusual Accumulation

Per Pickup \$ _____

c. Construction Debris

Per Pickup \$ _____

COMMERCIAL RATE SCHEDULE

Commercial Hand Collection, Per 90 - 96 Gallon Polycart*

*List container specifications and warranty program provided in Exhibit E

Automated Collection Cost:

Once Per Week \$ _____

Two Carts Once Per Week \$ _____

COMMERCIAL HAND COLLECTION RATES							
<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
1 – 5 bags							
6 – 10 bags							
1 Polycart							
2 Polycarts							
3 Polycarts							

FRONT LOAD CONTAINER RATES							
<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
2 Cu Yd							
3 Cu Yd							
4 Cu Yd							
6 Cu Yd							
8 Cu Yd							

TEMPORARY FRONT- LOAD FOR RESIDENTIAL PURPOSES

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yard \$ _____

8 Cubic Yard \$ _____

Roll-Off Containers:

20 Cubic Yard Open Top Per Haul (Including Disposal) \$ _____

30 Cubic Yard Open Top Per Haul (Including Disposal) \$ _____

40 Cubic Yard Open Top Per Haul (Including Disposal) \$ _____

Delivery and Exchange \$ _____

Daily Container Rental \$ _____

Compactors:

6 Cubic Yard Per Haul (Including Disposal) \$ _____

8 Cubic Yard Per Haul (Including Disposal) \$ _____

20 Cubic Yard Per Haul (Including Disposal) \$ _____

30 Cubic Yard Per Haul (Including Disposal) \$ _____

35 Cubic Yard Per Haul (Including Disposal) \$ _____

40 Cubic Yard Per Haul (Including Disposal) \$ _____

EXHIBIT A

Estimate of City Facility Services to be Provided at No Charge

<u>Location Name</u>
City Hall
Public Works Facility
Fire Department
Administrative Building
Police Department
Library
Pecan Orchard?
Other Parks?

Polycarts for recyclables located at City Hall and serviced by residential routes.

CLEAN-UP EVENTS (x8)

Contractor shall provide up to eight (8) 30-yard roll-off containers free of charge for City events, as requested. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notice to Contractor to schedule such events.

EXHIBIT A-1

Additional Service – City Hazardous or Special Waste

E1: Hazardous or Special Waste

Once a Month Collection

On a separate sheet labeled “Additional Service – City Hazardous or Special Waste– Exhibit A1”. The Contractor will provide these services to the City on a cost per service basis. Also, in the event that the City’s containers are full and need a special disposal, the Contractor will accommodate the City when possible.

EXHIBIT B

Leased Equipment Rates

On a separate sheet labeled “Leased Equipment Rates – Exhibit B” please list out all equipment that the Contractor expects to make available to commercial customers and the lease price for each piece.

EXHIBIT C

Storm Debris/Emergency Response Supplemental Bulky Brush Collection

On a separate sheet labeled “Storm Debris/Emergency Response Supplemental Bulky Brush Collection – Exhibit C” please provide to City a proposal on a per ten (10) cubic yard basis for emergency or disaster response related to bulky brush pickup events.

EXHIBIT D

Optional Commercial Recycling

On a separate sheet labeled “Optional Commercial Recycling – Exhibit D” please include an attachment that provides information on available commercial recycling opportunities. Please include options for apartment complexes.

EXHIBIT E

Location of Business and Disposal Sites

On a separate sheet labeled “Location of Business – Exhibit E”, please provide to City a detail of where Contractor’s main business is located and the location from which the trucks will be dispatched for collections in the City. Also, please detail where the Solid Waste Disposal sites and Recyclable Processing Site is located.

EXHIBIT F

Polycart/Bin Specifications and Warranty

Contractor shall include the specifications and warranty of the residential polycarts/bins being proposed for recyclables. Specifications should include color, size, capacity, manufacturing process, hardware, etc. Any attachments, pictures, or other documentation relating to this item should be marked “Exhibit F”. The City of Alvarado reserves the right to examine samples.

EXHIBIT G

Customer Service Policy and Contact Information

Attach a copy of your company policy addressing Customer Service standards. Be certain this information includes company contact names and phone numbers and the hours they will be available. Documentation relating to this item should be marked “Exhibit G”.

DEVIATIONS TO SPECIFICATIONS

RFP #2025-001

SOLID WASTE COLLECTION AND RECYCLING SERVICES

NOTE: THIS PAGE MUST BE INCLUDED WITH YOUR PROPOSAL

EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

Please initial: _____

We have not made exceptions or deviations to specifications.

We have made exceptions or deviations to specifications. Please list exceptions/deviations in the space below.

We have not made exceptions to the Contract provisions

FIRM NAME: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF FIRM: _____

DATE: _____

SIGNER'S NAME AND TITLE: _____

In submitting this proposal, the Respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Alvarado.
2. The undersigned affirms he has familiarized himself/herself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be within 20 calendar days unless a different period is noted by the Respondent.
4. The undersigned affirms that he or she is duly authorized to execute this Contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Alvarado, and that the contents of this bid have not been communicated to any other Respondent or to any employee of the City of Alvarado prior to the official opening of this proposal.

5. The Respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council member, official, or employee of the City of Alvarado in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal.

6. The Respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.

7. The Respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.

8. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

9. The undersigned affirms that he/she has read and understands the specifications and any attachments contained in this proposal package.

10. The Contract is not valid until approved by City Council. When an award letter is issued, it becomes a part of this Contract.

NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE:

Signature Date Name Title: _____

Tel. No. Fax No.: _____

Email: _____

COMPANY IS:

Business included in a Corporate Income Tax Return? **YES / NO**

Corporation organized & existing under the laws of the State of Partnership consisting of Individual trading as Principal offices are in the city of _____

CONTRACTOR'S PROPOSAL

[Appropriate Acknowledgment must be completed]

CORPORATE ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

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

(Print Name) (Print Title)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20

.

Notary Public

My Commission expires: Seal

SINGLE ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20

.

Notary Public

My Commission expires: Seal

EXHIBIT B
PARTNERSHIP ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

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

(Print Name) (Print Title)

of a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that he or she was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20.

Notary Public My Commission expires:

Seal

INSURANCE REQUIREMENTS

1. All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:
 - a. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A.
 - b. Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - c. The Special Provisions Section shall state that the liability and worker's compensation policies have been endorsed to provide for waivers of subrogation, to provide that those policies are primary and non-contributory as to the City.
 - d. Liability policies shall be endorsed to provide the following:

- (1) Name as additional insured the City of Alvarado, their Officials, Agents, Employees and volunteers.
- (2) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- (3) 30 days' written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date, except that 10 days' notice may be given in the event the Contractor has not paid for renewal of its coverage prior to the expiration date.
- (4) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- (5) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- (6) Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate the contract agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than \$5,000,000 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$5,000,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Professional Errors and Omissions Insurance

Professional E&O Liability insurance with a minimum policy limit of \$1,000,000 is required under this Agreement.

[X] Worker's Compensation Coverage

Contractor agrees to maintain insurance for workers' compensation or self-insured employee coverage meeting the requirements established by the Tex. Worker's Comp. Act, Texas Labor Code in the amounts not less than \$1,000,000.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2 Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has an employment or business relationship._____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

4_____
Signature of person doing business with the governmental entity

Date



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6. Exhibit B Leased Equipment Rates
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11. Exhibit G Customer Service Policy and Contact Information
12. Personnel, Technology, and Safety
13. Waste Connections Commercial Drivers Program
14. Waste Connections Substance Abuse Prevention Policy
15. Deviations to Specifications
16. Copy of RFP

February 24, 2025
City of Alvarado
Attn: Hillary Cromer
104 W. College Ave
Alvarado, Texas 76009

RE: Proposal for “RFP # 2025-001 Solid Waste & Recycling Services”
Due Date/Time: Monday, March 3, 2025, at 2:00pm. (CST)

Dear Ms. Cromer,

Waste Connections of Lone Star, Inc. (“Waste Connections”), d/b/a WC of Texas (“Waste Connections of Texas”) would like to take this opportunity to thank the City of Alvarado for this invitation to participate in the City’s Request for Proposal process. We are both pleased and excited about the opportunity to submit a proposal response with qualifications and continue to provide solid waste collection and recycling services for the City of Alvarado. We are pleased to present the enclosed response to the City’s Request for Solid Waste and Recycling Services.

Waste Connections, Inc., a corporate entity, is the parent company of Waste Connections Lone Star, Inc. and is the third largest solid waste collection and disposal company in North America and the third largest in the State of Texas, with its corporate headquarters in The Woodlands, Texas. Waste Connections is a fully integrated, non-hazardous solid waste service company dedicated to providing the highest quality collection, recycling, transportation, and disposal services in an environmentally aware and cost-effective manner. As with all the municipalities and companies Waste Connections serves, we pledge to the City of Alvarado and its residents the highest level of customer service along with a selection of disposal services that are second to none in the industry.

We at Waste Connections take great pride in the "fact" that customer service, to both the City of Alvarado and its citizens, is paramount in our corporate thought process. We take the delivery of environmental services very seriously. Our Customer Satisfaction, Safety and Maintenance programs are great assets to Waste Connections as we deliver services to communities and businesses throughout the United States. Strong communication with both the City and your residents is a key focus for our company. We consider our relationships with our municipal customers to be a public partnership of which we understand the importance and take great pride.

Following is a summary of the main points of our proposal:

Proposal Acceptance Period - Attached is our proposal and supporting documentation addressing the City’s needs and requested services. Waste Connections Lone Star, Inc., attached proposal will be a binding firm offer for a minimum period of one hundred and eighty (180) Calendar Days beginning on the Proposal Opening Date of March 3, 2025 at 2:00pm.

Complete and Accurate Proposal Statement - The information contained in this Proposal or any part thereof, including exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the Proposer’s knowledge. This proposal includes all the information necessary to ensure that the statements herein do not in whole or in part mislead the City as to any material facts. We are always open to meeting with the City to discuss our proposal.

Company Organization - We have provided the primary detailed information regarding the Proposer within this proposal. We have clearly identified that our current Haltom City office will be responsible for providing the continued and proposed services with full support and resources available from our North Texas Division that serves North Texas as needed.

Method of Approach and Sustainable Solution - Throughout this proposal we will demonstrate our capabilities in understanding and complying with the required scope of services, operations, customer service, community education and involvement, sustainability, and managerial and financial stability to provide the City of Alvarado effective and creative solid waste solutions that will contribute to meet the City's solid waste and recycling service goals and initiatives. This proposal demonstrates that we understand the requirements as presented in the Request for Proposal's scope of services and will work collaboratively with the City to improve efficiency of the solid waste collection operations, the effectiveness and set out rates for the single stream recycling collection services, enhance the overall cost efficiencies of the residential and commercial solid waste services, continue to promote the City's solid waste goals and promote a stronger community awareness and participation.

Team Experience and Performance - We have provided detailed information on our company and local team's background. We employ highly qualified personnel with extensive years of related experience in the solid waste industry. We have provided a detailed description of our key management team and key personnel, each member's experience, direct project responsibilities, and reporting responsibilities as well as the projected interface relationship with the City's staff and personnel. Waste Connections of Lone Star, Inc., will not be utilizing subcontractors for the purpose of this contract. You will find that we have a distinguished service reputation and an extensive list of long-term partnerships and references as provided with additional information.

Authorized Negotiators - The points of contact for Waste Connections shall be:

ABEL MORENO, District Manager
4001 Old Denton Rd. Haltom Town, Texas
76117
O: 817.222.2221 / C: 817.223.8186
Abel.moreno@wasteconnections.com

Address for Serving Notices:

Waste Connections of Lone Star, Inc.
4001 Old Denton Rd Haltom City, TX 76117

In closing, we appreciate this opportunity for Waste Connections and other solid waste collection companies to submit our proposals with qualifications for solid waste collection, disposal, and recycling services for the City of Alvarado. Upon reviewing our proposal, should you have any questions, do not hesitate to contact me personally to address your questions or concerns.

Respectfully submitted,

Abel Moreno
District Manager
Waste Connections of Lone Star, Inc.



Contractor's Proposed Plan for Service Delivery

RESIDENTIAL SERVICES

A. GARBAGE

RESIDENTIAL SOLID WASTE COLLECTION ONCE (1) PER WEEK

Waste Connections will provide One (1) time per week curbside residential solid waste collection with Automated Side Load trucks to all residents within the corporate boundaries of the City of Alvarado and any tracts, territories and areas annexed or acquired by the City. Collection will occur between the hours of 7:00 A.M. and 7:00 P.M. or until completed Monday thru Friday's. For the current house count of ~ 2169 homes inside the City, collection days will consist of (1) days per week per residence. The route days for the city would be Wednesday.

Regular garbage collection shall include the solid waste materials that will fit within a garbage cart. The garbage cart (96 gallon) should be placed within six (6) feet of the curb or right- of-way adjacent to the residential unit by 7:00 A.M., with the handle/wheels of the poly cart toward the curb. Containers should not be within three (3) feet of cars, mailboxes, or other obstructions. Place all garbage in the container without overfilling the container. Waste Connections carts must be utilized, and we will continue to replace carts that are damaged due to wear and tear. The maximum acceptable weight of each fully loaded cart will be fifty (50) pounds. However, such excess may be collected on occasion due to Holidays or extraordinary circumstances as determined by the service provider in its sole discretion.

Carts provided by Waste Connections for residents will be delivered by Waste Connections within three (3) business days from date of notice of new resident. Replacement and damaged carts will be delivered within seventy-two (72) hours from date of notice on the resident's regularly scheduled collection day. Additional carts will be available for any resident that requires more than the one (1) cart provided by Waste Connections for an additional charge.

Waste Connections will also provide all elderly; physically challenged; or disabled residents with one (1) time per week house side collection with, one (1) green 95-gallon garbage cart upon review, approval, and request by the City for solid waste collection. The maximum acceptable weight of each fully loaded 95-gallon poly cart will be **fifty (50) pounds.**

Waste Connection will have (1) ASL-Truck collecting residential trash.



B. RECYCLING

RESIDENTIAL RECYCLING COLLECTION ONCE (1) PER WEEK

Waste Connections will provide one (1) time per week fully automated curbside residential recycling collection to all residents within the corporate boundaries of the City of Alvarado and any tracts, territories and areas annexed or acquired by the City. Collection will occur between the hours of 7:00 A.M. and 7:00 P.M. or until completed on the residents designated collection day. Collection day for Recycling will be Wednesday.

Waste Connections will collect one (1) blue (96) gallon recycling cart provided by Waste Connections for the curbside collection service. Single-Stream recycling collection shall include the recyclable materials that will fit within the 96-gallon recycling cart. The 96-gallon cart should be placed within six (6) feet of the curb or right-of-way adjacent to the residential unit by 7:00 A.M., with the handle/wheels of the poly cart toward the curb. Containers should not be within three (3) feet of cars, mailboxes, or other obstructions. Place all recycling materials in the container without overfilling the container. The maximum acceptable weight of each fully loaded 96-gallon poly cart will be fifty (50) pounds.

Carts provided by Waste Connections for residents will be delivered by Waste Connections within three (3) business days from the date of notice of new resident. Replacement and damaged carts will be delivered within seventy-two (72) hours from the date of notice on the resident's regularly scheduled collection day. Additional carts will be available for any resident that requires more than the one (1) cart provided by Waste Connections for an additional charge.

Waste Connections will also provide all elderly; physically challenged; or disabled residents with house side collection with, one (1) blue 96-gallon recycling cart upon review, approval, and request by the City for solid waste collection. Regular single-stream recycling collection shall include only the recycling materials that will fit within the 96-gallon poly cart. The maximum acceptable weight of each fully loaded 65-gallon poly cart will be fifty (50) pounds. Waste Connections will run (1) ASL to collect residential recycling.

SINGLE STREAM RECYCLING

Single Stream Recycling allows customers to mix recyclable paper; plastic, glass, and aluminum cans in one cart. This method has many advantages with a few listed below:

Increased participation – Residents in the City of Alvarado will be provided wheel carts which offers space to store recyclables. This helps increase the amount of material at the curb. It also makes it easier for residents to get carts to the curb.

Increased material recovery – Single stream presents an opportunity to collect numbers 1 to 7 plastics. The single-stream program provides the capacity to accept more materials and provide the Materials Recovery Facility with enough material to sell to the open market.

Increased efficiency – Efficiency on garbage and recycling routes are increased with single-stream recycling. Efficiencies are realized on garbage routes because residents would have less material for the landfill. This reduces the number of homes that put out second carts and reduce the weight of the cart, which in turn increases efficiency. It also speeds the recyclables collection process because the drivers no longer must get out of the truck at each stop. By standardizing the fleet of recyclable trucks, it results in the need for fewer backup trucks and greater collection efficiency.

Decreased emissions – The old dual stream recycling system required drivers to leave trucks idling for several minutes while they sort materials at the curb. This caused emissions to release into the

environment. An automated single stream program increases the speed of collection and decreases idle times, which decrease the emissions released into the environment.

Better overall environment - The local climate and the climate of the world is changing, because of the mismanagement of waste. The result is poor air quality, which can lead to all kinds of negative impacts - alternative fuels can cost more; restrictions on industry could be put in place and slow economic growth; and federal funding could be withheld for transportation projects. By capturing tremendous energy savings from the use of recovered materials, which translate into less burning of fossil fuels such as coal, oil, and natural gas. When burned, these fuels release pollutants, such as sulfur dioxide, nitrogen oxide, and carbon monoxide.

Resource Conservation - Recycling conserves the world's scarce natural resources by using recycled materials instead of trees, metal ores, minerals, oil, and other raw materials harvested from the earth. Recycling aluminum saves 92% of the energy required to make the material from scratch.

Economic Benefits - Recycling programs typically translate into reduced waste costs for businesses. Nationally, recycling is responsible for 850,000 U.S. jobs and \$86 billion in gross annual sales.

ACCEPTABLE RECYCLABLE MATERIALS

- ❖ Paper
- ❖ Aluminum and metal cans
- ❖ Plastics: # 1 through #7
- ❖ Glass
- ❖ Cardboard

Combine Recyclables in One Bin



C. Landfills & Recycling Facilities

Disposal Facility

Waste Connections of Texas has disposal agreements with the operators of various landfills in the market and will utilize the facility or facilities that will provide the most efficient, environmentally sound and cost-effective means to dispose of solid waste collected from the City of Kennedale. The primary landfill that will be utilized for disposal of the residential trash/brush/bulky/leaves, commercial trash, roll off construction and demolition debris collected from the City of Alvarado will be the Turkey Creek Landfill (7 miles from City Office). The disposal facility maintains the necessary equipment required to operate according to their permit requirements. The type of heavy equipment maintained at both disposal facilities are dozers, compactors, scrapers, water trucks, maintenance trucks, and field personnel vehicles.

Turkey Creek Landfill, 9100 I-35W Alvarado, TX

Hours of Operation 7am – 4pm daily

Phone Number (817)790-0311

Recycling Facility

Waste Connections of Texas has disposal agreements with the operators of various landfills in the market and will utilize the facility or facilities that will provide the most efficient, environmentally sound and cost-effective means to dispose of solid waste collected from the City of Alvarado. The primary MRF used for this contract will be Republic Services Recycling Center. Republic Services Recycling Center is located in Fort Worth.

Republic Services Recycling Center, 6200 Elliott Reader, Fort Worth, TX

Hours of Operation 8am – 5pm daily

Phone Number (817) 332-7301

D. CUSTOMER SERVICE POLICIES AND PROCEDURES

Waste Connections is committed to the highest level of customer service available in the industry. We have a full understanding that your citizens and your businesses within the community are customers of both Waste Connections and the City. Residents in the City of Alvarado will have the local customer service center answering all inquiries, questions, and service requests. The customer service center is in Haltom City, Texas with live, non-automated, answers to each call during the normal business hours of Monday – Friday, 08:00 A.M. till 05:00 P.M. and Saturday, 08:00 A.M. till Noon.

Our call center is currently staffed with 4 highly trained and motivated customer service representatives with an average length of service with Waste Connections of 2+ years, along with a Customer Service Manager/Office Manager who has been with Waste Connections for 17+ years.

Calls are answered within four rings ideally. In the event of high call volumes, the average wait is two minutes or less. A unique feature of the call center in Haltom City is the ability to monitor and record all phone calls directed to the customer service queue. Each call received by our customers is automatically recorded and saved for a minimum of 30 days. This tool enables the customer service lead and management to review new and experienced CSRs' phone calls for continuous improvement and for customer dispute resolution. Our customer service phone system can track and monitor all incoming and outgoing phone calls. This system can capture, store, and analyze vast amounts of data to help gain a better understanding of strengths and any weaknesses in our customer service department.

With our sophisticated phone system, calls will automatically be routed and answered in a courteous, effective manner by our Dallas customer service team in the event our Haltom City customer service center is unable to answer due to power loss, strike, etc.

All complaints will be documented and resolved either the same day (if possible) or within 24 hours of receipt. Procedures will be followed to minimize/eliminate repeat complaints by providing drivers/supervisors a list of previous documented complaints from prior week/pickup day. Supervisors will be required to check to ensure that service has been provided and personnel from our customer service team will contact the customer to confirm their complaint has been resolved.

To improve productivity, Waste Connections utilizes Route Manager (RMO) which is developed to manage customer data, billing, routes, and collection of receivables. RMO is an essential tool for customer service as communication with those we serve is documented within the individual

customer's account. Once a request is received by a CSR, they create a "work order" in RMO after which is routed by our dispatch team and scheduled for the driver for service. Once service has been provided the driver logs the necessary information on his route, the data is then entered back into RMO, and the work order is closed out as complete. A copy of reports will be made available to the City on a monthly basis.

Customer Service Email: OLP5190@WasteConnections.com | Customer service #: **817-222-2221**

The following benefits and customer service commitments are made to all residents within the City of Alvarado by Waste Connections.

- ❖ The customer is our greatest asset. Customers shall be always dealt with in a courteous and professional manner.
- ❖ Local telephone numbers - providing a Waste Connections service line - shall be available to customers on a 24-hour basis.
- ❖ Service concerns/complaints including missed collections received by 4:00 p.m. shall be addressed on the day received. All calls after 4:00 p.m. will be remedied within a 24-hour period. In the event of a missed collection that Waste Connections is notified of after 4:00 p.m. on the day prior to a holiday, collection will be provided no later than 10:00 a.m. the next business day. All service concerns shall be addressed within a 24-hour period.
- ❖ Operations employees of Waste Connections of Texas shall be courteous in the delivery of service to the community.
- ❖ Waste Connections of Texas management personnel shall be always available to respond to questions or service concerns of designated elected and staff representatives of the City.
- ❖ Proximity to the City of Alvarado – Waste Connections, Haltom City location is **approximately 61 miles** from City Hall staffed with local management personnel empowered to make decisions regarding the administration of the contract.

CUSTOMER BILLING POLICIES AND PROCEDURES

Waste Connections will bill all commercial and industrial services with any selected alternatives monthly to the customer directly. Customers shall remit to Waste Connections, payment for services within thirty (30) days after receipt of invoice.

Monthly invoices for commercial & industrial service include the following information:

- ❖ Service Location
- ❖ Number of containers and container size
- ❖ Number of times location is serviced
- ❖ Materials hauled
- ❖ Additional cost for extra services
- ❖ Tonnage (Roll Off Hauls)

CITY OF ALVARADO RFP #2025-001
SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICE

RESIDENTIAL RATE SCHEDULE

BASE SERVICE (Residential):

- | | |
|---|-------------------------|
| A. Automated Solid Waste Collection, Carted
Including Brush/Bulky Waste Collection
Once a Week Collection with 96-Gallon Polycart provided
Per Unit Per Month | <u>\$ 8.82</u> |
| Additional 96-Gallon Polycart Provided at Residents
Request | <u>\$ 6.12</u> |
|
B. Recyclable Materials Collection & Processing
Once a Week Collection, 96-Gallon Polycart
Per Unit Per Month |
<u>\$ 5.11</u> |
|
C. Residential access to Landfill (Turkey Creek)
Dispose of up to 1 ton of debris 4x per year from
October to October (12 consecutive months) |
<u>\$NO CHARGE</u> |
|
D. Solid Waste and Recycling removal at City Facilities
Once a Week Collection with Polycart provided
Per Unit Per Month |
<u>\$ NO CHARGE</u> |

OPTIONAL SERVICES (Residential):

- | | |
|--|---|
| 1. Household Hazardous Waste | |
| a. City-Paid Events
Contractor to propose a program similar to a
2x per year event and provide cost estimates | <u>\$ 3500.00 per Event</u> |
| b. On-demand Service
Contractor to propose a program where residents
call in for HHW to be picked up at the house |
<u>\$.89 per month per home</u> |
| c. Unusual Accumulation
Rates per hour for Vehicle (any type) and Crew*
Disposal fee per yard collected
*fee to be determined by estimated time servicing the home, not portal-to-portal for each home |
<u>\$150.00</u>
<u>\$ 35.00</u> |
| d. Construction Debris
Per Pickup |
<u>\$ 35.00/cubic yard</u> |
| e. Contractor-paid Events
Contractor to propose a program as in 1a.
for which contractor pays all costs |

See Roll Off Pricing |
| f. On-Demand Household Hazardous Waste & E-Waste Collection
Contractor to propose a program for this type
of collection |

<u>\$ 1.05 per month per home</u> |

- g. Once per year cart cleaning
Per resident, trash and recycling \$30.00 per cart

Optional Services (Commercial)

For each optional service, contractor shall provide the additional cost per unit, per month, as applicable. Contractor shall include in submittal the details of the proposed services. Pricing and description of alternate offerings for optional services shall be included in the submittal.

1. Recycling Material Collection and Processing
 - a. Commercial/Industrial
Once a week collection \$ attached proposal
 - b. Unusual Accumulation
Per Pickup \$ 90.00/pickup
 - c. Construction Debris
Per Pickup attached Roll Off Pricing
2. Recycling Material Collections & Processing see attached Recycling pricing
 - a. Apartment Complexes
Once a week collection
 - b. Unusual Accumulation
Per Pickup \$ 90.00/pickup
 - c. Construction Debris
Per Pickup attached Roll Off Pricing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 4675 MacArthur Court Suite 750 Newport Beach CA 92660	CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): (949)-474-1550 FAX (A/C, No): E-MAIL ADDRESS: WCNCerts@epicbrokers.com
INSURED Waste Connections Lone Star, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22667

COVERAGES**CERTIFICATE NUMBER:** 2033487196**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HDOG47346447	8/1/2024	8/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISAH10755268	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC50723781	8/1/2024	8/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,500,000 E.L. DISEASE - EA EMPLOYEE \$1,500,000 E.L. DISEASE - POLICY LIMIT \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Garbage trucks operating in the City Alvarado.

CERTIFICATE HOLDER**CANCELLATION**City of Alvarado
Attn: Hillary Cromer
104 W College Ave
Alvarado TX 76009

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMERCIAL HAND COLLECTIONS RATES

*Service frequency will be the same as Residential Trash

(1) 95 Gallon Trash Cart	<u>\$20.75 per month</u>	Extra Pickup	<u>\$20.75</u>
(2) 95 Gallon Trash Carts	<u>\$41.50 per month</u>	Extra Pickup	<u>\$41.50</u>
(3) 95 Gallon Trash Carts	<u>\$62.25 per month</u>	Extra Pickup	<u>\$62.25</u>

FRONT LOAD CONTAINER RATES

Service/Pickup	1x week	2x week	3x week	4x week	5x week	6x week	Extra
2 Cubic Yard	\$81.79	\$167.47	\$225.73	\$231.04	\$245.48		\$30.03
3 Cubic Yard	\$114.15	\$252.42	\$315.04	\$338.28	\$359.42		\$38.61
4 Cubic Yard	\$151.26	\$304.41	\$417.51	\$425.75	\$452.36		\$47.19
6 Cubic Yard	\$170.05	\$339.43	\$469.34	\$478.31	\$584.56		\$55.77
8 Cubic Yard	\$207.84	\$374.08	\$574.05	\$765.35	\$1039.07		\$64.35

TEMPORARY FRONT-LOAD FOR RESIDENTIAL PURPOSES

Price to include delivery, rental, removal, and disposal cost

6 Cubic Yard	<u>\$55.77 per lift</u>
8 Cubic Yard	<u>\$64.35 per lift</u>

Roll Off Containers:

20 Cubic Yard Open Top per (including disposal, delivery, & 3 days rental)	<u>\$718.75</u>
30 Cubic Yard Open Top per (including disposal, delivery, & 3 days rental)	<u>\$718.75</u>
40 Cubic Yard Open Top per (including disposal, delivery, & 3 days rental)	<u>\$718.75</u>
Delivery & Exchange	<u>\$Included</u>
Daily Container Rental	<u>\$5.64 per day after 1st 3 days</u>

Compactors:

6 Cubic Yard per Haul (including disposal)	<u>\$pricing is the same as Front Load Services</u>
--	---



WASTE CONNECTIONS, INC.
Connect with the Future®

Solid Waste and Recycling Services
RFP#2025-001
City of Alvarado, Texas
March 3, 2025 @ 2pm

Contractor's Background and Experience

Qualifications and Experience of Contractor

Waste Connections of Texas, LLC, has been providing waste services in the State of Texas since the year 2000. The proposer's parent company and its affiliated companies have over twenty (20) years of experience in the United States waste industry, including residential garbage, yard waste, and recyclables. Locally Waste Connections of Texas (Haltom City) has serviced customers since 1995 the merger of Progressive Waste in June 2016.

Proposers must disclose any litigation that occurred as a direct result of service agreements for similar services for which proposer is submitting a proposer.

"Waste Connections of Texas, LLC is the respondent for this RFP. Waste Connections of Texas, LLC is a subsidiary of Waste Connections, Inc., a publicly traded company (NYSE: WCN) ("WCN" or the "Company"). WCN serves more than six million residential, commercial, industrial, and exploration and production customers from a network of operations in 40 states, five provinces and the District of Columbia. As part of its regulatory filing requirements with the United States Securities and Exchange Commission ("SEC"), WCN is required to disclose and file a description of all material legal proceedings on an annual and quarterly basis. Due to WCN's size, it would be impractical and unreasonably onerous to precisely comply with the litigation requests made in the RFP. However, WCN's material litigation has been disclosed in its past five annual 10-K filings, and its most recent quarterly 10-Q filings with the SEC, and all such filings are publicly available. Additional information regarding the status of these claims is available upon request."

Waste Connections of Texas offers the following information as evidence of its ability to maintain quality, long-term relationships with municipalities.

Municipality/Contact	Address	Phone	Length of Contract/ # Serviced	Notes
Town of Ponder Sheri Clearman Town Administrator	102 Baily PO Box 297 Ponder TX 76259	940-479-2396	START DATE: 06/2003 – Current 750 Homes / 26 Bus.	Servicing the town of Ponder since 1998
City of Burleson Richard Abernethy Public Works	141 W Renfro St Burleson TX 76028	817-426-9838	START DATE: 06/01/2009 – Current 14789 Homes / 327 Bus	Automated service Bulk Service Commercial Service
Town of Aurora Dr. Toni Wheeler City Administrator	303 Derting Rd Aurora TX 76078	817-636-2783	START DATE: 04/01/2018 – Current 325 Homes / 24 Bus	Servicing the Town of Aurora since 2005
City of Texas City Mike Stump, Solid Waste Manager	301 6 th St. N Texas City, TX 77590	409-643-5810	START DATE: 02/01/2019 – Current 12,000 Homes / 700 Bus.	Est. \$4 million annually / Automated Solid Waste & Bulk Removal
City of Angleton Chloe Campbell City Billing Director	121 S. Velasco Angleton, TX 77515	979-849-4364	START DATE: 4/1/2009 – Current 6,000 Homes / 554 Bus.	Est. \$2 million annually / Automated Solid Waste & Recycling Brush/Bulk

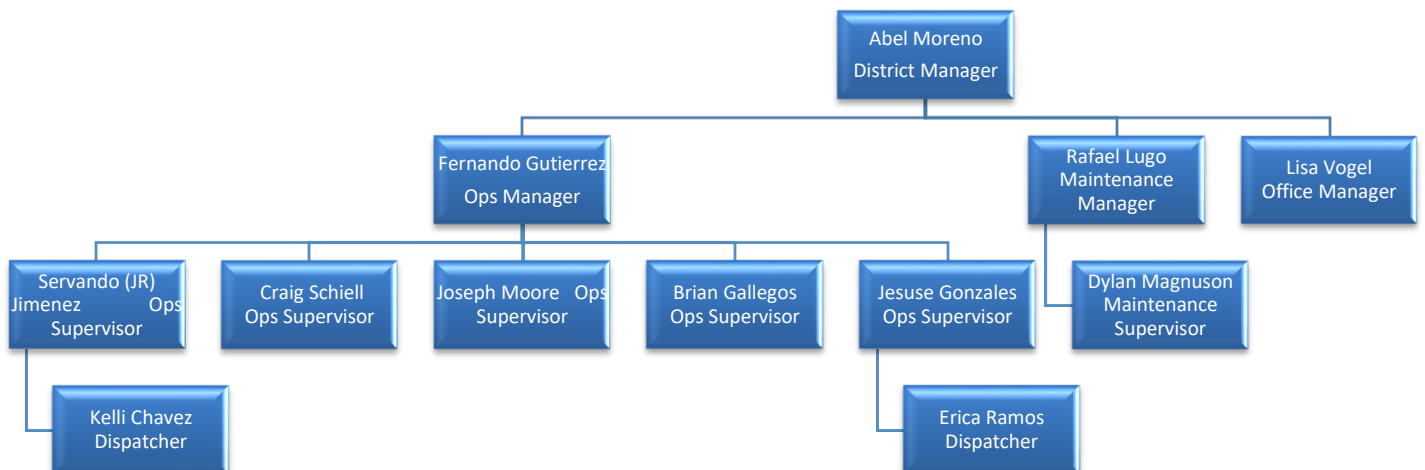
*Waste Connections have not ended any contracts nor has had any licenses revoked in the following states, Texas, Arkansas, Oklahoma, Arizona, Louisiana, New Mexico.



WASTE CONNECTIONS, INC.
Connect with the Future®

Experience of Personnel

◆ Key Staff at Waste Connections of Texas



STAFF

Abel Moreno (District Manager)

 4001 Old Denton Rd
 Haltom City, TX 76117
 817-223-8186
 Abel.moreno@wasteconnections.com

Fernando Gutierrez (Operations Manager)

 4001 Old Denton Rd
 Haltom City, TX 76117
 817-538-0562
 Fernando.gutierrez@wasteconnections.com

Lisa Vogel-Vukovan (Office Manager)

 4001 Old Denton Rd
 Haltom City, TX 76117
 682-270-6473
 lisa.vogel@wasteconnections.com

Rafael Lugo (Maintenance Manager)

 4001 Old Denton Rd
 Haltom City, TX 76117
 940-445-5022
 Johnny.pennington@wasteconnections.com

Servando (JR) Jimenez (Operations Supervisor)

 4001 Old Denton Rd
 Haltom City, TX 76117
 682-263-2175
 servando.jimenez@wasteconnections.com

Craig Schiell (Operations Supervisor)

 4001 Old Denton Rd
 Haltom City, TX 76117
 682-446-5234
 craig.schiell@wasteconnections.com

Jesus Gonzales (Operations Supervisor)

 4001 Old Denton Rd
 Haltom City, TX 76117
 682-7606558
 jesus.gonzales@wasteconnections.com

Brian Gallegos (Operations Supervisor)

 4001 Old Denton Rd
 Haltom City, TX 76117
 817-371-6764
 brian.gallegos@wasteconnections.com

Joseph Moore (Operations Supervisor)

 4001 Old Denton Rd
 Haltom City, TX 76117
 346-814-8392
 joseph.moore@wasteconnections.com

Dylan Magnuson (Maintenance Supervisor)

 4001 Old Denton Rd
 Haltom City, TX 76117
 469-394-6948
 dylan.maguson@wasteconnections.com

Erica Ramos (Residential Dispatcher)

 4001 Old Denton Rd
 Haltom City, TX 76117
 817-822-3558
 erica.ramos@wasteconnections.com

Kelli Chavez (Commercial Dispatcher)

 4001 Old Denton Rd
 Haltom City, TX 76117
 817-822-8392
kelli.chavez@wasteconnections.com

Staff Bios

Abel Moreno *District Manager*

Abel began his professional career as a 2nd Lieutenant in the US Army. After completing airborne school, and Armor Officer basic course, Abel assumed various commands throughout his military career most of which were as a Platoon Leader, Executive Officer, and finally Company Commander. Abel was responsible for the lives and well-being of troops over his four years in the military.

After the Military Abel worked in the Distribution field. Working for the Fortune 500 company Cardinal Health, then moving on to the private sector working for Action Logistics as a General Manager responsible for CDL class "A" Drivers. While in distribution he gained certification in LEAN SIX SIGMA.

In 2013 Abel took his skills and knowledge to the Solid Waste industry, working for Waste Connections of Texas. From 2013 until his move to Haltom City Abel has been responsible over 5 different districts improving processes and safety. In June of 2020 Abel accepted the role as District Manager over the Haltom City District which currently services the City of Westworth Village contract. During the 1st week in Haltom City Abel was asked by the City of Westworth Village to attend a council meeting on service failures. From that day till today we have strived to make service improvements to where we are today. Aligning positions within the team to successfully complete daily tasks.

Abel's role in the contract will be as an ambassador for Waste Connections. He will ensure that monthly reporting is timely and accurate and will attend council meetings. Will handle escalated issues and communicate with the City Manager/Administrator.

Fernando Gutierrez *Operations Manager*

- A. Fernando has been in the industry for over 28 years, with 13 years' experience as a driver in the Residential, Commercial and roll-off departments, and about 10 years being a supervisor within those same departments, and as an Operation Manager for the past 5 years. His experience includes creating and successfully implementing routes for the 3 lines of business, recruiting a candidate to be part of a great team.
- B. Fernando has certifications as a SMITH System training coach, CPR training, new employee orientation training, and SLD training
- C. In the past five years, as the Operations Manager for the Austin location, he managed several municipalities such as Pflugerville, Lakeway, Lago Vista, Dripping Springs, Bastrop, Taylor and Manor by providing waste services such trash, recycle and bulk & brush pickup.
- D. As previously mentioned, Fernando's combined years as a driver and a supervisor have given him the knowledge and skill set needed to positively hire qualified employees to service our customers in a safe and efficient manner.

Lisa Vogel
Office Manager

Lisa has 16 years of Waste Industry experience and with Waste Connections for 10 years. Lisa started as a Customer Service Representative in Maryland Metro DC area with Progressive Waste prior to Waste Connections acquiring the company. Lisa worked as a CSR for 2 years and was promoted in the same office to Lead Customer Service Rep. In November of 2016 Lisa was promoted to Customer Service Manager with Waste Connection and moved to Fort Worth, TX to manage the Call Center in the Haltom City. In 2024 Lisa was promoted to Office Manager where she still oversea Customer Service and her oncoming commitment to our district's franchise cities. Lisa currently manages a Team of 4 CSRs. Her Team is very dedicated to developing positive and long-lasting relations with our Cities, their Residence and our Customers. Lisa prides herself on the relationships she has built with her Team and empowering them to take Customer Service to the next level.

Rafael Lugo
Maintenance Manager

Rafael Lugo is our Maintenance Manager in Haltom City since October 2022. He was previously the Maintenance Manager in the McKinney Market area since starting with the company in June 2018. Rafael is also the Division Team Leader for 6 other repair locations in North Texas. Rafael brings 20+ years' experience in diesel mechanics and managing repair shops.

He served in the US Marines.

Tony Zambrano
Sales Manager

Tony began his professional career in the Waste Industry in 1996 as a Sales Rep for a local Fort Worth waste hauler named Resource Waste Service where he worked for eight years doing everything from Sales to Operations management. After eight years he then moved on to work for another local hauler Hank's Roll-off Services as the Sales Manager where he grew the business to a point of being a desirable company to be acquired. In 2006 IESI (which would go on to become Progressive Waste then eventually Waste Connections) purchased Hank's Roll-off Services which kept Tony on as a Roll-off Construction Sales Rep. Tony went on in that position for 12 years, growing the roll-off line of business and being one of the top Construction Sales Reps in the entire company making Chairman's Club.

In 2018 Tony decided to take on the challenge of leading the Sales Team and taking on the District Sales Manager Position. Tony currently leads a team of 9 sales reps who are responsible for growing new business as well as retaining our current customer base. Tony has been a steady presence in our districts market bringing over 28 years of sales experience in the DFW market.

Darcie Bird
Division Controller

Darcie was born and raised in Southern California and began her professional accounting career in the music industry at Warner Music Group in Burbank California in 1999. Darcie decided to move out of California in 2003 and headed to the Pacific Northwest where she held an accounting role in Vancouver, Washington in Nursing Home Management, followed by continuing her entertainment roots at Koin TV, the CBS affiliate in Portland, Oregon, before landing at Waste Connections in 2006 at Vancouver Hauling, the original Waste Connections location. Darcie has held several accounting roles with Waste Connections during her tenure and relocated to Texas in 2021 to take the role of District Controller for the Haltom City location. In this role she works side by side with her partner, Abel Moreno, managing the hauling company and corresponding Transfer Station's financials. Darcie also manages the financial operations for two Landfills in the Fort Worth area, Turkey Creek and C&D Landfill. Darcie has a bachelor's degree in accounting and holds a Master of Business Administration. She worked full time at Waste Connections while working toward her MBA and graduated Summa Cum Laude from George Fox University. Darcie is now in her 18th year working for Waste Connections and views the company as her second family. Darcie's role in the contract will be to maintain financial accuracy and integrity related to the contract specifications and Generally Accepted Accounting Principles (GAAP).

Servando Jimenez Jr.

Operational Supervisor- Residential

Servando started his professional career as a commercial truck driver at the age of 21, in February 2008 joined the Solid Waste industry in Haltom City as a dispatcher for IESI and then became a Roll off driver for them. In 2010 Servando started to work in the oilfield as a frac hand where he completed and was certified in different skill sets on all the equipment used during the time of the job at hand. In 2012 he became a Treater (supervisor) for the company where he gained more training and certification for all types of jobs that the oilfield provided, with this also came the responsibility and safety of the crew around 25 to 50 employees. Managing and training the team to strive on safety and how to improve service to the customers, successfully and safely while completing daily tasks on site. After 12 hard years in the oilfield, he made the decision to work closer to home. In 2021 he came back to the Solid Waste industry as a Roll off driver for Waste Connections in Haltom City, shortly after being back he was promoted to a Residential Supervisor by our district manager Abel Moreno. Where he was able to use his leadership skills from the oilfield to help improve process, safety and moral to the residential team. Waste Connections has helped him improve his leadership skills by sending him to Servant Leadership classes, as well to Smith System class to keep our team successful and safe during our daily day to day tasks. In July 2024 he moved over to the Front Load department, to help continue the process of improving our team's safety and success for Waste Connections and to become better leaders with the company.

Brian Gallegos

Operations Supervisor – Residential

- A. Brian has been in the industry for over 14 years, with 10 years' experience as a driver in the Residential, Commercial departments, and 1 year being a supervisor within those same departments. Brian's experience includes creating and successfully implementing routes for the Residential line of business, recruiting a candidate to be part of a great team.
- B. Brian has certifications as a SMITH System training coach, CPR training, new employee orientation training, and SLD training.
- C. In the past year, as the Operations Supervisor for the Haltom City location, Brian has managed several municipalities such as Crowley, Burleson, Forest Hills, Everman, Joshua, Westworth Village, Saginaw, White Settlement, Lake Worth, Kennedale and Haltom City by providing waste services such as trash, recycle and bulk & brush pickup.
- D. As previously mentioned, Brian's combined years as a driver and a supervisor have given me the knowledge and skill set needed to positively hire qualified employees to service our customers in a safe and efficient manner.

City expects to directly communicate with one individual.

Lisa Vogel will be responsible for this role. Lisa already is the key personnel for several cities. She handles escalated calls and works directly with Operations to bridge communication with our main municipalities.

How does the contractor deal with key personnel who leave? **When you look around the Haltom City Office many of our managers have been around for five years or more. We do promote from within and cultivate leaders in our district. We refrain from hiring from the outside and continuously work on developing the next leaders.**

Regional and Local support (number of employees)

Human Resources (2) – Located at the Region Office The Woodlands, TX.

Billing (1) – Located at the Haltom City Office

Controller / Billing (4) – Located at the Haltom City Office

Customer Service (4) – Located at the Haltom City Office

Screening and new hire orientation

This is done onsite for all employees both employees and subcontractors. Recruiters identify, management interviews/hires onsite then we send new hires to the NOVA clinic in Haltom City our local employee clinic for new hire screening and DOT medical cards.

Driver new hire training program is anywhere from 10 – 60 days depending on the drivers' technical experience.

First day is orientation from there each new hire goes through phases to properly integrate into the program. Safety is above all our #1 core value we spend a full couple days on basic safety and smith system training for every driver.

To make sure we inform the staff of specific requirements of the contract we will empower our employees to make sound decisions.

- **Customer service will provide monthly and quarterly issue reporting**
- **Office Manager will communicate between ops and customer service on any escalated calls root causing and presenting to the city our findings.**
- **Drivers and Supervisors will be expected to work with City officials from taking pictures and tagging no serviced addresses**



Liberty Mutual Surety

February 21, 2025

City of Alvarado
104 W. College Ave
Alvarado, TX 76009

Re: Waste Connections Lone Star, Inc.
Solid Waste and Recycling Services

To Whom It May Concern:

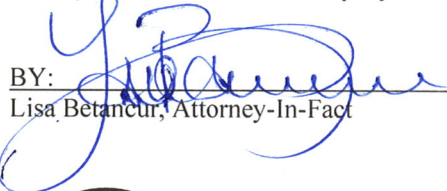
Waste Connections Lone Star, Inc. is a highly regarded client of Liberty Mutual Insurance Company for bonding purposes.

We understand that Waste Connections Lone Star, Inc. will be presenting a proposal to you for Solid Waste and Recycling Services. If the proposal is accepted and Waste Connections Lone Star, Inc. is asked to post a Performance Bond, Liberty Mutual Insurance Company is prepared to issue this bond in an amount equal to \$300,000 on an industry standard annually renewable performance bond form, a copy of which is attached for your review.

Should you have any questions about this fine client, please feel free to give me a call at 916.971.8843.

Sincerely,

Liberty Mutual Insurance Company

BY: 

Lisa Betancur, Attorney-In-Fact



Seal No. 5089

Member of Liberty Mutual Group



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210551-969099**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Betancur, Donna Marie Borja, Alison Chambers, David W. Garese, Robert J. Garese, Maria Pamela Duran Rufino, A. Catherine Skeen, Brooke A. Skeen

all of the city of Sacramento state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of May, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of May, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of February, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On February 21, 2015 before me, Donna Marie Borja, Notary Public
(insert name and title of the officer)

personally appeared Lisa Betancur,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna Marie Borja (Seal)



Bond No. _____
Premium \$ _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, a corporation duly organized under the laws of the state of _____ and licensed to do business in the State of _____, as Surety, are held and firmly bound unto _____ (Obligee), in the penal sum of _____ (\$_____) Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, for _____ and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____, _____, until _____, _____, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this _____ day of _____, _____.

(Witness)

(Attest)

, Attorney-In-Fact

ORIGIN ID:MHRA (916) 971-8843
LISA BETANCUR
NFP/EXCEL BONDS & INS.
3620 AMERICAN RIVER DR. STE. 125
SACRAMENTO, CA 95864
UNITED STATES US

SHIP DATE: 21 FEB 25
ACTWGT: 0.50 LB
CAD: 250039770IN/ET14535
BILL SENDER

TO **MATT MEYERS**
WASTE CONNECTIONS LONE STAR, INC.
12150 GARLAND RD

58CJ4/26DE/C6C4

DALLAS TX 75218

REF: (916) 412-2322

INV:

PO:

DEPT:



J251024121701uv

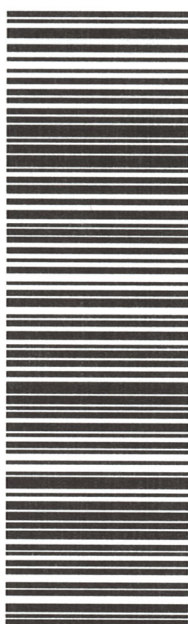
TRK# 7722 3983 4828
0201

MON - 24 FEB 10:30A
PRIORITY OVERNIGHT

XA TRLA

75218

TX-US DFW



After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

City of Alvarado
RFP #2025-001 Solid Waste & Recycling Services
March 3, 2025, 2:00PM

Exhibit A

Estimate of City Facility Services to be provided at no charge

Alvarado City Hall (poly carts for recycling)
104 W College Ave
Alvarado Texas 76009

Alvarado Public Works
104 W College Ave
Alvarado Texas 76009

Alvarado Fire Department
205 S Friou St
Alvarado Texas 76009

Alvarado Police Department
600 S Parkway Dr
Alvarado Texas 76009

Alvarado Library
210 N Baugh St
Alvarado Texas 76009

Pecan Orchard Park
101 S Parkway Dr
Alvarado Texas 76009

Carver Park
405 S Baugh St
Alvarado Texas 76009

Alvarado Square
115 S Friou St
Alvarado Texas 76009

City Clean-Up Events
Waste Connections will provide up to (8) 30 yard roll off containers free of charge for each clean-up event as requested.



WASTE CONNECTIONS, INC.
Connect with the Future®

Additional Service- City Hazardous or Special Waste-Exhibit A1

E1; Hazardous or Special Waste

Once a Month

Waste Connections will charge \$1.00 per month per house to collect household hazardous waste.

For Special Waste- Pricing Depends on type of special waste material- price to be determined depending on type of material needing to be disposed.



WASTE CONNECTIONS, INC.
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Leased Equipment Rates-Exhibit B

This Sections is Not Applicable.



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Storm Debris/Emergency Response Supplemental Bulky Brush Collection-Exhibit C

Waste Connections will collect up to 10 yards of storm and or emergency debris from residents as a result of an emergency or disaster response related to bulk/brush pickup events.



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Optional Commercial Recycling- Exhibit D

Commercial Business within the City of Alvarado will be able to contact Waste Connection for recycling services. We will offer single stream recycling services for all businesses including apartment complexes. Quotes based on the size dumpster that fits the business's needs.



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Location of Business -Exhibit E

Location of Business: **Waste Connections Lone Star Inc.**
4001 Old Denton Rd
Haltom City, Texas 76117

Disposal Site: **Turkey Creek Landfill**
9100 I-35W
Alvarado Texas 76009

Recycling Facility: **Republic Services Recycling**
6200 Elliott Reeder Rd
Fort Worth, Texas 76117



WASTE CONNECTIONS, INC.
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Exhibit F

Polycart/Bin Specifications and Warranty

- No change from current size and specs.
- Waste Connections will deliver carts within 3 business days when a customer calls and requests a swap for a broken- or worn-down container. We will also deliver all carts to new customers within 3 days.

See the following page for details on PolyCarts/Bins.



WASTE CONNECTIONS, INC.
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Exhibit G

Customer Service Policy and Contact Information

Waste Connections is committed to the highest level of customer service available in the industry. We have a full understanding that your citizens and your businesses within the community are customers of both Waste Connections and the City. In that regard, the below customer service commitments are made to all customers serviced by Waste Connections.

- ◆ The customer is our greatest asset. Customers shall be dealt with in a courteous and professional manner at all times.
- ◆ Hours of Operation: Our business hours are currently Monday – Friday, 8:00 AM – 5:00 PM. Local telephone numbers - providing a Waste Connections service line - shall be available to customers on a 24-hour basis.
- ◆ During Business Hours of Operation: 817-222-2221
After Hours of Operation – Lisa Vogel (Office Manager) 682-270-6473 or Abel Moreno (DM) 817-223-8186
- ◆ Service concerns/complaints received by 2:00 p.m. shall be addressed on the day received. All calls after 2:00 p.m. will be remedied no later than the next business day. All service concerns shall be addressed within a 24-hour period.
- ◆ A log of service questions/concerns/complaints - including the disposition of each - shall be maintained and a copy provided to the City on a monthly basis.

- ❖ Waste Connections makes a commitment to all communities it services to become involved in volunteer, business and community organizations. Such involvement provides both business and public relations benefits to the City and Waste Connections.
- ❖ Equipment utilized by Waste Connections shall be properly maintained at all times to insure the efficient, clean and safe delivery of services to the community.
- ❖ Operations employees of Waste Connections shall be courteous in the delivery of service to the community.
- ❖ Prior to employment, each employee of Waste Connections undergoes a drug test, physical and background check. After employment, our employees undergo intensive training relative to equipment operations, safety and customer service.
- ❖ Waste Connections management personnel shall be available at all times to respond to questions or service concerns of designated elected and staff representatives of the City.



WASTE CONNECTIONS
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Personnel Training, Safety Policy and Procedures

SAFETYDRIVEN

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Two of the characteristics of an effective Waste Connections servant leader is their ability to care for others and their passion for the safety of those they have the privilege of leading. That is the essence and purpose of SAFE Observation & Conversations. Whether reinforcing a safe behavior or taking the time to coach and change an unsafe behavior, we must recognize the importance of the SAFE Conversations in building and sustaining the Waste Connections Culture of Safety and driving to ZERO Preventable Incidents. We must champion the change at every opportunity. It is our passionate pursuit for that purpose that makes us the uncommon company we are.



Ron Mittelstaedt
Chairman & CEO



PERSONNEL, TECHNOLOGY AND SAFETY

Waste Connections actively recruits, hire and train personnel to service our business partners and communities. Personnel recruited from the local area will be required to meet all applicable DOT requirements as well as pre-employment physical and drug screen requirements of Waste Connections. Random alcohol and drug screens are administered in accordance with DOT requirements and company policy while employed with Waste Connections. Route training will start upon the award of the contract to Waste Connections. After employment, our employees undergo intensive training relative to equipment operations, safety and customer service.

All personnel involved in the performance of residential, commercial and construction and demolition debris collections are provided uniforms that clearly displays Waste Connections on the uniform and are readily visible to motorists. Uniforms and identification are required to be worn by personnel at all times while providing services.

Safety and accident prevention is a company-wide priority. Waste Connections is committed to implementing, maintaining and enforcing a rigorous safety and training program to ensure the Company operates in the safest possible manner. Waste Connections will provide a safe and effective service to the City. Waste Connections has established specific policies, procedures and rules governing the activity and conduct of our personnel to assure we will operate in safe and fair manner that will mutually protect Waste Connections and the Customer.

Waste Connections has a designated District Manager that is involved with the hiring, training, and ongoing education of our drivers, staff and management team. All drivers must attend monthly safety and training meetings to maintain the highest level of safety awareness and a consistent focus on safety to minimize risks associated with common accidents within the solid waste industry. Waste Connections belief in safety is such that we tie driver incentives to safety training and performance.

Waste Connections follows and incorporates all Federal and State Department of Transportation rules and regulations. Compliance is monitored by our Safety Manager, in conjunction with our operational supervisors and staff to maintain a detailed records system for each driver. Driver's individual, as well as department records are reviewed, and updated regularly to assure that each driver is in compliance to DOT hours and Waste Connections Safety Policy.

TECHNOLOGY



DRIVECAM technology is utilized throughout the Waste Connections fleet. The **DRIVECAM** program consists of a palm-sized digital event recorder mounted in the vehicle, cellular upload process, **DRIVECAM** Online (DriveCam's web-based review system) and regular Program Reviews. The Program is designed to capture video and audio inside and outside the vehicle when triggered by abrupt actions (such as hard braking, sudden acceleration, swerving or a collision) and provide real-time feedback to the driver. The risky driving events are then analyzed, scored and posted to a secure website for driver coaching and improvement. This allows Waste Connections to consistently monitor, identify, correct, retrain and maintain our rigorous safety program to assure we operate in a safe and responsible manner when servicing the community. An additional feature to **DRIVECAM** is the GSP locator system called Fleet Tracking. Fleet Tracking provides real time view of fleet operations – helping to ensure compliance and improve productivity.



Integrated Camera Systems, Event Recording, Object Detection and Tire Pressure Monitoring



3RD EYE MOBILEVISION back up camera system designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures. Complete recording capabilities are available through our built-in SD Card Monitors and stand alone mobile DVR units, maximum safety management through real-time recording and user-friendly operation and driver behavior management reporting.

Our SAFETY POLICY

Waste Connections is committed to the protection of employees, contractors and their employees, visitors and property from accidental loss, to maintaining a safe and healthy working environment in compliance and accordance with acceptable business practices, industry standards and regulations, and to striving to eliminate foreseeable health and safety hazards.

Waste Connections expects health and safety to be a part of every employee's daily routine and that all employees will perform their jobs safely and will consistently follow proper work methods in accordance with the requirements of applicable regulations and established procedures and operating philosophy. It is the responsibility of every manager and supervisor to ensure that safe and healthy working conditions are maintained at all times. Employees are responsible for and will be held accountable for complying with the Health and Safety Program and for reporting all unsafe and unhealthy conditions.

Specifically, it is the policy of Waste Connections to:

- Comply with all federal, state and municipal safety regulations and to implement and maintain a Health and Safety Program, which meets or exceeds regulatory requirements.

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- ❖ Conduct business activities, practices and procedures that minimize the risk of injury to employees and other persons and to ensure that all Waste Connections facilities and equipment are operated with the utmost regard for personal safety.
- ❖ Require its managers, supervisors, employees and contractors to comply with the OSHA and other federal, state and municipal applicable safety regulations and requirements.

To affect this policy, Waste Connections:

1. Prepares and implements policies, procedures, operating practices and training programs on safety, job hazards, safe equipment operation and working practices that will minimize the risk of injury to employees, contractors and the public.
2. Hold the District Manager accountable for compliance with this policy at all times. The District Manager will also assign an Environmental Health and Safety Coordinator for each District location who will report to the District Manager.
3. Establish and maintain workplace health and safety committees or workplace representatives in accordance with regulations, or in the absence of regulations, to appoint at least one non-managerial representative for each location.
4. Ensure that all employees receive regular training and have a complete understanding of health and safety issues and safe work procedures required by the Health and Safety Program and to require employees to raise safety issues to their supervisor and require supervisor to take the necessary action to investigate and correct any unsafe conditions found.
5. Ensure that employees, visitors and contractors are informed of Company rules and regulations to conduct their activities with utmost regard for their personal safety and for the safety of others and report unsafe conditions to their supervisors.
6. Conduct regular inspections and audits at each location to ensure compliance with this policy and with regulations.

Non-Compliance with this Policy

Any employee who, within the scope of their duties, engages in or authorizes unsafe activities or who fails to take reasonable precautions to prevent violations of any health or safety law, regulation, permit or order applicable to the operations or facilities of Waste Connections will be subject to disciplinary action, which may include verbal and written warnings, suspension or termination. No disciplinary action will be taken against any employee who conducted their business activities under the instruction of another employee in a supervisory position.

Our Driver Qualification and Hiring Policy

Waste Connections believes that our employees are our most valuable assets, and that the success of the company is determined by the quality of its employees. Because of these beliefs, the personnel selections of the company are extremely important. The company is committed to hiring only the best and most qualified available drivers. To help carry out this commitment, Waste Connections has implemented the following driver qualification procedures.

Qualification Procedures

Waste Connections' driver hiring qualification standards and procedures have been developed to achieve two goals. The first goal is for the company to meet or exceed all Federal Motor Carrier Safety Regulations (FMCSR) concerning driver qualification. The second goal is to select only the best available drivers: Drivers who share Waste Connections' values and goals of operating in a safe, legal, and professional manner.

Hiring Standards

Waste Connections hiring standards require all driver applicants to be a minimum of 21 years of age, and have a minimum of (3) years verifiable driving experience. Waste Connections hiring standards require that only those driver applicants with (0) zero chargeable or preventable motor vehicle accidents within the past (3) years will be considered for employment. Because of Waste Connections' commitment to safety, the company will not consider driver applicants who fail to meet the above standard.

Waste Connections hiring standards also require that only those driver applicants with (2) or fewer violations of motor vehicle laws (other than violations involving parking only) within the past (3) years will be considered for employment. An applicant who has incurred more violations than the above standard has demonstrated a pattern of unsafe driving behavior which Waste Connections finds unacceptable in any prospective driver associate. (Sec. 383.51, 391.15, and 391.23)

Waste Connections will not consider for employment a driver applicant convicted of any offense involving the operation of a motor vehicle while impaired by alcohol.

Waste Connections will consider for employment a driver applicant who has been convicted of an offense involving the operation of a motor vehicle while impaired by alcohol only if the applicant has had no similar incidents within the past three (3) years.

Waste Connections will not consider for employment a driver applicant who has been convicted of any careless or reckless driving of a motor vehicle offense within the past 3 years. Drivers convicted of operating a motor vehicle with willful or wanton disregard for the safety of persons or properties are considered to be unsafe by the company. This kind of behavior is unacceptable in any prospective Waste Connections driver. (Sec. 383.5 and 391.15)

Waste Connections will not consider any driver applicant who has been convicted of a criminal offense involving a commercial vehicle, including operating while under the influence of a controlled substance, transporting a controlled substance, or a felony involving the use of a commercial motor vehicle. (Sec. 383.51 and 391.15)

Drivers will be expected to converse with other company employees, our customers, and the general public. Therefore, Waste Connections requires all driver applicants to be able to read and speak English sufficiently to be able to perform all duties and functions of the job. (Sec. 391.15 (b) (2)). Driver applicants will also be required, because of experience, training, or both, to be able to:

- 🔧 Safely operate an Waste Connections vehicle
- 🔧 Determine and execute proper cargo securing procedures.

Application for Employment

All driver applicants shall complete an application for employment, furnished by Waste Connections, with the application form containing all of the information required under section 391.21 of the FMCSRs. Waste Connections hiring standards require that driver applicants list all former employers for the past ten (10) years. Any gaps in employment for more than a one-month period must be satisfactorily accounted for on the application.

Due Process Rights

Drivers hired after October 29, 2004, will be notified of their due process rights as specified in Sec. 391.23(i) regarding the information received as part of the background investigation. This notification will be given to the driver prior to a hiring decision in a written form, stating his/her right to review and refute erroneous information. The written notification will appear on the driver application, requiring a signature immediately below the information by the driver applicant as acknowledgment of his or her receipt and understanding. The written notification will be given to the driver in a form separate from the driver application. The applicant will be required to sign and date the form as acknowledgment of his or her receipt and understanding.

License

Waste Connections manager or supervisor will obtain a legible copy of the license of all driver applicants. The hiring manager will conduct a review of the license to be certain it is valid, has not expired, is the appropriate class for Waste Connections vehicles, has the appropriate endorsements, is issued by the applicant's current state of residence, and that the applicant possesses only one license. (Sec. 383.21, 391.23 and 391.11 (b) (7))

Fair Credit Reporting Act Disclosure (FCRA)

Driver applicants will be given a copy of the FCRA Disclosure Statement. If an applicant is not hired based on background

information obtained, the applicant will receive a copy of the record and the summary of consumer rights.

Motor Vehicle Record (MVR)

Waste Connections will request an MVR for driver applicants being considered for employment after the company has received the completed and signed employment application. An MVR will be requested from every state the applicant has lived in during the past 10 years. If an MVR request from a former state of residency comes back indicating "no record found," the MVR request will be placed in the driver's qualification file (if hired) as verification that Waste Connections attempted to obtain the information. Waste Connections managers or supervisors will review all MVR information to determine if driver applicant meets company hiring standards regarding driving records, and will compare the MVR against the employment application to check for completeness and accuracy. (Sec. 391.23)

Background Investigation

Waste Connections will contact all former and current DOT-regulated employers of the driver applicant for the previous years to verify as much of the following as possible:

- 🔗 Driver identifying data (date of birth and social security number)
- 🔗 Dates of employment
- 🔗 Type of work performed
- 🔗 Type of vehicle(s) operated
- 🔗 DOT-recordable accidents
- 🔗 DOT-alcohol and drug testing information

Waste Connections managers or supervisors will review all former and current employer information to determine if the driver applicant meets company hiring standards regarding past and current employment, and to determine if the applicant was truthful about information listed on the employment application. (Sec. 391.23)

Background Investigation of Employers

Waste Connections will contact all former and current employers of the driver applicant for the previous 10 years to verify as much of the following as possible:

- 🔗 Driver identifying data (date of birth, and social security number);
- 🔗 Dates of employment; and
- 🔗 Type of work performed.
- 🔗 Type of vehicle(s) operated.
- 🔗 Overall work history and performance
- 🔗 Record of misconduct regarding employment policies.

The division manager or his designee will review all former and current employer information to determine if the driver applicant meets the company hiring standards regarding past and current employment, and to determine if the applicant was truthful about information listed on the employment application.

Waste Connections requires driver applicants to provide written authorization to the company to obtain drug and alcohol test information for each previous and current employer during the preceding three (3) years. All information from former employers regarding drug and alcohol test results must be in writing and will be retained in the DQ file or separate file(if hired). In the event no response is received from a former or current employer, a note stating this will be placed in the file. (FMCSR, Sec. 382.413)

Physical Examination and Certificate

Waste Connections requires applicants to be fully qualified physically to perform all duties and functions of driving and safely operating a commercial motor vehicle. Pre-employment Department of Transportation (DOT) physical examinations will be performed by the division's assigned medical examiner or clinic. Applicants who successfully pass the physical examination will be issued a Medical Examiner's Certification card. A copy of the Medical Examiner's Certification card will be placed in the driver's qualification file, and the original will remain in the possession of the driver at all times while on duty or operating a company vehicle. (Sec. 391.41, 391.43, and 391.45). Waste Connections

will **not** accept unexpired, valid physical cards from driver applicants in lieu of their passing a pre-employment physical examination. All new drivers must be qualified by the Waste Connections assigned doctor and/or clinic.

Pre-Employment Drug Test

Waste Connections requires applicants for or transferring into safety-sensitive positions to submit to a DOT pre-employment drug screen to be conducted at a collection site designated by the company. These driver applicants shall not be offered employment until a negative test result has been reported.

Road Test and Certificate

Waste Connections requires all driver applicants to successfully complete a road test examination conducted by a Waste Connections manager that will be doing the hiring prior to an offer of employment. The road test examination shall be performed in the type of vehicle the driver will operate for the company. The company's road test examination will be a minimum of 20 miles in length, and cover the following areas:

- | | |
|--|--|
|  A complete pre-trip inspection |  Turning |
|  Placing the vehicle in operation |  Braking, and slowing by means other than braking |
|  Using the vehicle's controls and emergency equipment |  Backing and parking |
|  Driving in traffic and passing other vehicles (if safely feasible) |  Other slow-moving operations |
| | Safe coupling and uncoupling procedures of a combination tractor and trailer |

Waste Connections is required to provide a record of road test examination form on which the driver's skill in each operation listed above is to be rated. The form is to be signed by the company official conducting the test. The original of this record will be recorded and placed in the driver's qualification file.

Upon successful completion of the road test examination, the Waste Connections official who administered the test will complete a certificate of road test. A copy of the certificate will be given to the driver, and the original will be placed in the driver's qualification file. (Sec. 391.31 and 391.33)

Our Driver Orientation and Training Policy

Waste Connections is committed to having all drivers new to the organization participate in and successfully complete its driver orientation program. Our goal is to make certain that all new driver associates start their careers at Waste Connections with adequate and proper training, the right tools and equipment, appropriate driver support systems, and a thorough understanding of company policies and procedures to perform all functions and duties of their job in a safe, legal, and professional manner.

Orientation Overview

Waste Connections has an orientation program, which all new driver associates are required to complete. Waste Connections orientation program consists of comprehensive classroom training that will cover a variety of subjects. Among the topics are company policies and procedures, company safety compliance, and regulatory compliance. After the classroom portion of the orientation has been successfully completed, all new driver associates will be assigned to a driver trainer. The purpose of this time with a company driver trainer is to evaluate the new associate's overall driving skills and techniques, and to apply what has been learned in the classroom to an actual job situation. This time should also be used to familiarize the new driver with Waste Connections customers, routes, paperwork procedures, policies and procedures, and to answer any questions or concerns which were not addressed in the classroom training.

A new Waste Connections driver associate can expect to spend many days out with a driver trainer. The actual time will be determined by the new driver's overall skill level, experience, and how quickly the driver adapts and adheres to Waste Connections methods and procedures. Under no circumstances will a new driver associate be exempt from being assigned to a driver trainer, regardless of his or her experience or skill level.

Personal Appearance and Conduct

All drivers for Waste Connections are expected to dress, look, and act like professionals. Maintaining a positive, professional, and safe public image is extremely important to Waste Connections. Our drivers are our most visible company representatives to the general public and to our customers, and therefore, need to maintain the highest

personal appearance and conduct standards.

Specific dress code rules for each site and office are to be established in writing and communicated to each employee at their work location. Clothing issued by the Waste Connections is compliant with all OSHA standards for conspicuity.. Employees that are provided with company uniforms are expected to wear them in the performance of their job functions. Employee and supervisory staff that do not receive company uniforms are expected to dress appropriately and professionally for their work environment.

Drivers for Waste Connections are expected to follow all company policies and procedures, and abide by all customer plant safety rules. Waste Connections drivers will be trained in, and expected to obey, all federal and state laws and regulations.

All Waste Connections associates are expected to conduct themselves in a professional manner while at work or on duty. Courtesy and mutual respect for others will be demonstrated at all times. All Waste Connections associates are expected to conduct themselves in this manner, and should expect the same treatment in return. Associates who feel they are not being treated in this manner are to contact their immediate supervisor or division/site manager for resolution of their concerns.

Controlled Substances and Alcohol Overview

Waste Connections is committed to a drug and alcohol-free environment. Use of alcohol or the use, sale, purchase, transfer, possession, or presence in one's system of any controlled substance (except medically prescribed drugs) by any employee while on company premises, engaged in company business, while operating a company vehicle or other equipment, or while operating under the authority of Waste Connections is strictly prohibited. The Federal Motor Carrier Safety Administration (FMCSA) has issued regulations which require Waste Connections to implement a controlled substances testing program. Waste Connections will comply fully with these regulations and is committed to providing all of its employees with a safe and drug-free workplace.

Driver's Vehicle Inspections

Waste Connections is committed to following a strong daily inspection program. Department of Transportation (DOT) regulations require commercial motor vehicles to be inspected every day they are operated. Our daily inspection procedures will help avoid DOT penalties and provide a sound basis for a good inspection and maintenance program. Daily inspection of vehicles will help prevent small problems from becoming big problems.

Driver Pre-trip Inspection

Each driver must be satisfied that equipment is in proper working condition prior to operating a vehicle. This includes the following equipment:

- | | |
|--|---|
|  Service brakes including trailer brake connections |  Windshield wipers |
|  Parking (hand) brake |  Rear vision mirrors and cameras |
|  Steering mechanism |  Coupling devices |
|  Lighting devices and reflectors |  Wheels and rims |
|  Tires |  Emergency equipment |
|  Horn |  Gauges |
|  All fluid levels (i.e. hydraulic, power steering, fuel, coolant) | |

Each driver must also be satisfied that cargo is properly distributed and secured. This includes front-load trucks, side-load trucks, and rear-load trucks that no refuse will blow out from open hoppers. Roll off drivers must check to make sure loads are tarped and that securement straps or chains are connected to boxes. The vehicle's cargo or other objects must not obscure the driver's view or interfere with the driver's movement.

The driver will also review the last completed Driver's Vehicle Inspection Report to verify that any needed repairs were made to the vehicle. If an authorized signature certifies that defects were corrected or that correction was unnecessary, the driver shall sign the third signature line of the form. If the defects noted were not acknowledged by an authorized

signature, the driver shall not drive the vehicle until the defects are handled appropriately.

Driver on-the-road inspections

Once on the road, the driver should do a cursory examination of his/her vehicle at each dump in the landfill or transfer station or anytime the vehicle is stopped for more than 5 minutes.

If a problem is found, the driver will either have the necessary repairs or adjustments made prior to operating the vehicle, or safely travel to the nearest repair facility.

Driver post-trip inspection report

Each driver is required to complete a written report on each vehicle's condition at the end of the day or when he/she finishes driving the vehicle for that day. A vehicle includes a power unit and trailer or trailers. Waste Connections will use an inspection report form that has an original and two copies. The vehicle must be identified on the report. The regulations require that any defects in the following equipment items be noted:

- | | |
|--|---|
|  Service brakes including trailer brake connections |  Windshield wipers |
|  Parking (hand) brake |  Rear vision mirrors and cameras |
|  Steering mechanism |  Coupling devices |
|  Lighting devices and reflectors |  Wheels and rims |
|  Tires |  Emergency equipment |
|  Horn |  Gauges |
|  All fluid levels (i.e. hydraulic, power steering, fuel, coolant) | |

The driver must also note any other defects that would affect the safe operation of the vehicle or result in its mechanical breakdown. The report must also indicate if no defects are found. The driver must sign the report.

No defects: When no safety related problems are reported by the driver, the driver submits (enter your answer) copies of the inspection report to the (enter your answer).

Defects: When a driver reports safety related problems, he/she submits all copies to the maintenance department. A mechanic or maintenance supervisor will sign the report indicating that repairs have been made (or are not required to be made). The vehicle inspection report must be signed by the next driver to operate the vehicle.

Additional Waste Connections health and safety, training and management policies are available and will be furnished upon request.



WASTE CONNECTIONS, INC.

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Collection Equipment

Waste Connections agrees to the stipulations presented in the Justin RFP regarding equipment. We are proud to use the Waste Connections name on our trucks, no 3rd party advertisements will be allowed. All our trucks are equipped with back-up cameras. In fact, all our trucks are fitted with Drivecam technology which allows for 360-degree truck viewing including a view of the cab to address any coaching the driver may need.

Truck #	YR	TYPE	MAKE	MODEL	VIN	BODY	SER.#	LIC #	PW UNIT#
1005	2010	REL	MACK	CV713	1M2AX04C9AM007637	NEW WAY	9031K-04-09	GPS0113	300604
1101	2001	REL	VOLVO	WX64	4V5KC9GF52N326817	MCNEILUS	111MMX251314949	CNY8474	300317
1201	2002	REL	MACK	MR688S	1M2K195CX3M021816	MCNEILUS	93MMX251314630	GTY7768	300537
1303	2003	REL	MACK	CV713	1M2AG11C93M005642	MCNEILUS	111MMX251314951	BM27927	300323
1304	2003	REL	MACK	CV713	1M2AG11C03M005643	MCNEILUS	112MMX251314962	CA81568	300324
1602	2006	REL	MACK	CV713	1M2AG11C36M029696	HEIL	FP5017668	BPR8561	300326
1614	2006	REL	STERLING	ACTERRA	2FZHCHDC56AU92957	HEIL			
1801	2008	REL	MACK	GU713	1M2AX04C59M006429	MCNEILUS	92SMX251329292	CNY9628	300586
1903	2009	REL	MACK	GU713	1M2AX04C39M006428	MCNEILUS	92SMX251325291	CNY9627	300583
2004	2010	FEL	MACK	MRU613	1M2AV02C9AM005913	EZPACK	214210	CNY8471	200358
2005	2010	FEL	MACK	MRU613	1M2AV02C0AM005931	EZPACK	214255	CNY8472	200381
2522	2005	FEL	MACK	MR688S	1M2K189C05M026594	MCNEILUS	31PMA402919299	DVC7433	200156
2525	2005	FEL	MACK	MR688S	1M2K189C06M028217	HEIL	HPE4951118	FJZ4985	200157
2606	2016	FEL	Autocar	ACX	5VCACLVFXHH222913	HEIL	HPE5008003		
4103	2011	ROL	MACK	GU713	1M2AX04CXC0M010595	GALBREATH	13H32635	DVC7435	400674
4403	2014	ROL	MACK	GU713	1M2AX04CIFM021506	GALBREATH	13H35613	DHP0243	400853
4505	2015	ROL	PETERBILT	357	1N9CX9EX2FD294664	GALBREATH			400980
4903	1999	ROL	VOLVO	WX64	4V5JCBGF4XN866539	GALBREATH		CNY9632	400213
5401	2014	RFEL	MACK	LEU613	1M2AU02C1EM008099	HEIL	HP55005412	DKD1131	200832
5402	2014	RFEL	MACK	LEU613	1M2AU02C8EM008536	HEIL	HPE5006258	BW63877	200836
5403	2014	RFEL	MACK	LEU613	1M2AV04C1EM011451	HEIL	HPE5006562	BW63878	200916
5501	2015	RFEL	MACK	LEU613	1M2AV0409FM009810	HEIL	HPE5007282	FVL3664	201837
5502	2015	RFEL	MACK	LEU613	1M2AV04C4GM010199	HEIL	HPE5007193	GDJ6834	201100
6903	2009	CD	FORD	F650	3FRWF65CX9V134276	GALBREATH	13WCH330	CNY9633	700613
6904	2009	CDT	R&D	TRAILER	1Z03435259N477002			130588	600567

7801	1998	BOOM	MACK	RB688S	1M2P267CXWM 037825	GALBREATH	H10954	BTM8850	400312
9101	2001	SVC	FORD	F250	3FTHX20L01MA64318			DBX7343	700023
9201	2012	SVC	FORD	F550	1FDUF5GT8CE B54875	KNAPHEIDE	20111212-0231559	BY87561	700996
9602	2006	PU	CHEVY	1500	3GCEC14V56G 183635			CA81567	700305
9901	2009	PU	FORD	F250	1FTSW20R48E D19899			DRZ0297	700565



WASTE CONNECTIONS
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"RFP-2025-001 Solid Waste Trash and Recycling Services"
City of Alvarado, Texas
March 3, 2025 @ 2:00PM CST.

FACILITIES

Disposal Facility

Waste Connections of Texas has disposal agreements with the operators or various landfills in the market and will utilize the facility or facilities that will provide the most efficient, environmentally sound and cost-effective means to dispose of solid waste collected from the City of Alvarado. The primary landfill that will be utilized for disposal of the residential trash/brush/bulky/leaves, commercial trash, roll off construction and demolition debris collected from the City of Alvarado will be the Turkey Creek Landfill (8 miles from City Office). The disposal facility maintains the necessary equipment required to operate according to their permit requirements. The type of heavy equipment maintained at both disposal facilities are dozers, compactors, scrapers, water trucks, maintenance trucks, and field personnel vehicles.

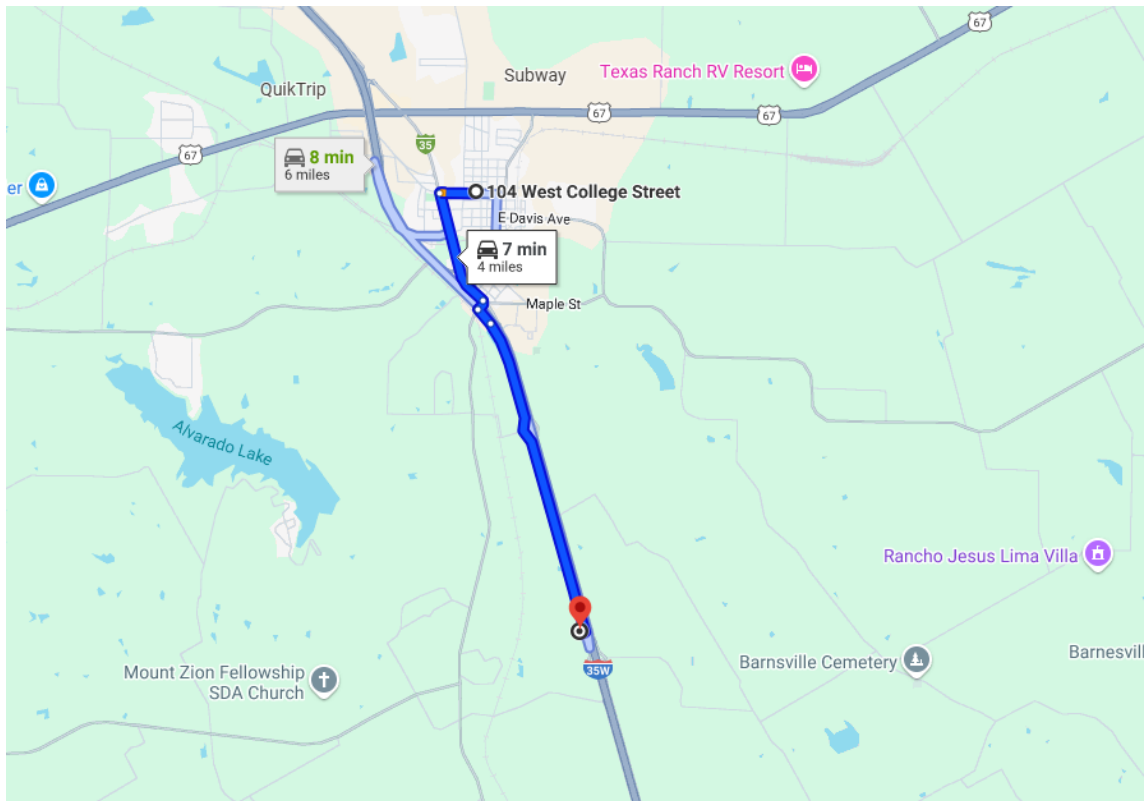
◆ **Turkey Creek Landfill**, 9100 I-35W Alvarado, TX
◆ **Hours of Operation** 7am – 4pm daily
◆ **Phone Number** (817)790-0311

Recycling Facility

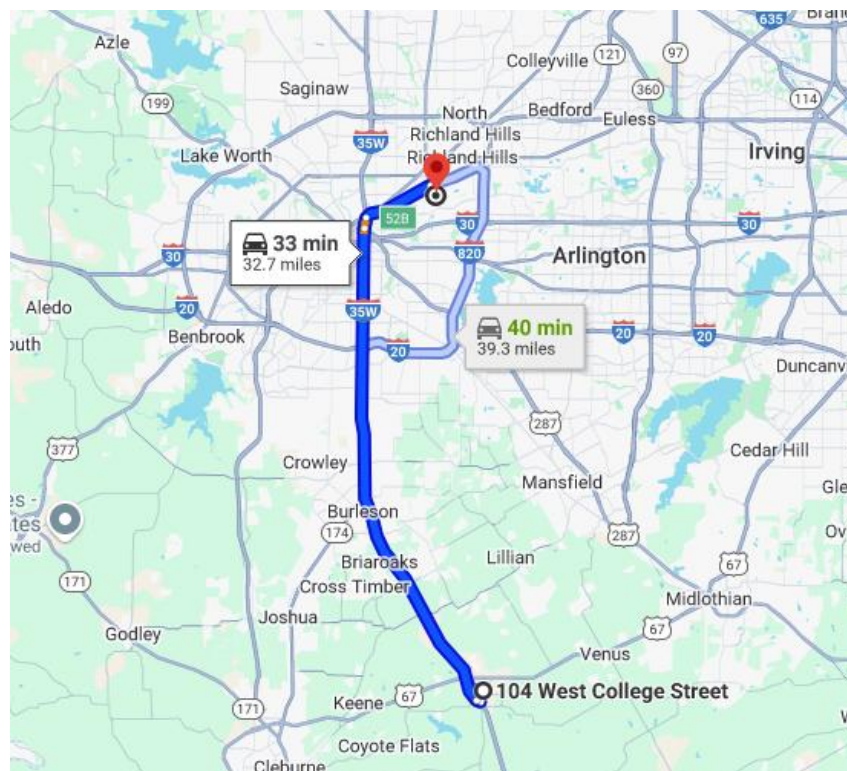
Waste Connections of Texas has disposal agreements with the operators or various landfills in the market and will utilize the facility or facilities that will provide the most efficient, environmentally sound and cost-effective means to dispose of solid waste collected from the City of Alvarado. The primary MRF used for this contract will be Republic Services Recycling Center. Republic Services Recycling Center is located in Fort Worth.

◆ **Republic Services Recycling Center**, 6200 Elliott Reader, Fort Worth, TX
◆ **Hours of Operation** 8am – 5pm daily
◆ **Phone Number** (817) 332-7301

City Hall to Turkey Creek Landfill- Trash Disposal



City Hall to Republic Recycling Center



February 14, 2025 REQUEST FOR PROPOSALS

SOLID WASTE AND RECYCLING SERVICES RFP # 2025-001

Questions Deadline: February 24, 2025, 2:00 PM, CST

Proposals Due: March 3, 2025, 2:00 PM, CST

Proposals for the services specified will be received by the City of Alvarado until the date and time as indicated above. Please submit one (1) original proposal, five (5) copies of the proposal in hard copy only, and one (1) copy of the proposal in pdf format on a flash drive.

Delivery and Mailing Address:

City of Alvarado

Attn: Hillary Cromer

104 W. College Ave.

Alvarado, Texas 76009

Late submissions will not be considered. Proposals must be submitted with the RFP number or marked "Solid Waste RFP" and the Contractor's name and address clearly indicated on the front of the envelope. Additional instructions for preparing a proposal are provided within.

CONTRACTORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE.

For questions regarding this RFP contact: Hillary Cromer

817-790-3351

NO QUESTIONS OR COMMUNICATION SHOULD BE DIRECTED TO ANY ELECTED OFFICIALS OR OTHER CITY EMPLOYEES.

Please note that all submissions must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and will be returned unopened.

CALENDAR OF EVENTS

SOLID WASTE COLLECTION REQUEST FOR PROPOSAL PROCESS

Date	Event
Saturday, February 15, 2025	1st Public Notice accepting bids and date they will be publicly opened.
Thursday, February 14, 2025	Post on the Website
Thursday, February 20, 2025	2nd Public Notice
Monday, February 24, 2025	Questions due by 2:00 p.m.
Monday, March 3, 2025	Sealed Proposals due from Vendors at 2:00 p.m. Bids publicly opened at 2:30 p.m. at 104 W. College Ave., Alvarado, TX 76009 in City Council Chambers.
March 3 - 7, 2025	Complete analysis of RFPs received by City Staff and contract negotiations with apparent low bidder.
Monday, March 17, 2025	City Council consideration of award of contract with selected vendor.
April 1 - July 1, 2025	Communication with citizens regarding changes in garbage collection.
July 1, 2025	New contract begins.

NOTICE TO VENDORS

Sealed proposals will be received by the City of Alvarado, Texas at the office of the City of Alvarado City Secretary until 2:00 PM, local time March 3, 2025, for the purchase of services as follows per proposal instructions and specifications:

REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION & DISPOSAL AND RECYCLING COLLECTION & PROCESSING SERVICES

RFP #2025-001

Qualified prospective suppliers may obtain copies of the proposal with information at the office of the City Secretary, located at the Alvarado City Hall, 104 W. College Ave., Alvarado, Texas 76009, at Proposals received later than the date and time above will be returned unopened, and will not be considered in the proposal process. Facsimile or electronic transmittals will not be accepted.

The successful Contractor shall furnish proof of insurance at the time of contract award in the form of an insurance certificate and endorsements to the City Secretary's Office.

The City Council of the City reserves the right to accept or reject any proposals or any part thereof or any combination of proposals and to waive any or all formalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interests of the City.

No officer or employee of the City of Alvarado shall have a financial interest, direct or indirect, in this or any contract with the City of Alvarado. Minority and small business vendors are encouraged to submit a proposal on any and all City of Alvarado projects.

SECTION I: INSTRUCTIONS TO CONTRACTORS

1. BACKGROUND

The City of Alvarado seeks proposals from qualified firms interested in providing municipal solid waste services to include refuse collection, disposal and recycling. Services shall be provided at various City locations as well as residences and businesses according to City ordinances and the Contract Documents.

Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the City, as determined by the City based on evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to "discretionary contracts: to preserve public health, safety, and welfare." It is not a statutory competitive bid solicitation. The City reserves the right not to award the contract, or to amend or negotiate terms of the contract after reviewing proposals that have been submitted at any time while proposals are pending. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

2. SCOPE OF WORK

The City of Alvarado is seeking proposals from qualified firms interested in providing municipal solid waste services, including refuse collection, disposal, and recycling. Services shall be provided at various City locations, as well as residences and businesses, in accordance with City ordinances and the specifications outlined in this RFP.

(a) Residential Service

Solid Waste services provided by the Contractor shall be equivalent or superior to service levels currently provided. Cost of all services and disposal are the responsibility of the Contractor and are to be included in Contractor's price. The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, materials, and all other items necessary to provide the City with complete refuse collection, removal and disposal and recyclable collection and processing. The City currently has approximately 2,169 residential customers billed and collected by the City, and approximately 223 non-residential accounts billed and collected by the contractor. The residential solid waste and brush/bulk is currently collected once per week, with once a week recyclable collection. The City's specifications are for residents to continue receiving automated collection service by a 95-gallon Polycart; carts must be provided by contractor. The commercial waste is collected as required by the customer.

Residential Recycling Collection: The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95-gallon minimum recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled "MATERIAL".

Disposal at Landfill: Residents shall have access to dispose of solid waste at a landfill or transfer station at no extra charge one time per year up to 4 cubic yards. Proof of residency will be required in the form of a current utility bill from the City.

Storm Debris: In the event of a hurricane, tornado, windstorm, flood, natural disaster, or other act of God, Storm Event Debris may result from such event. Contractor shall provide rates to collect and dispose of such Storm Event Debris to the City. The City is not obligated to select Contractor to perform the collection of Storm Event Debris.

Brush/ Bulk Collection: Monthly bulk & bundled brush pickup up to 2 cubic yards.

Backdoor Service: The Contractor shall provide backdoor trash and recycling collection for eligible individuals with disabilities, as defined by the contractor's guidelines. Eligibility requirements and the application process shall be clearly outlined and accessible to residents. This service will ensure that qualifying individuals receive consistent, reliable collection at their residence, minimizing physical strain and accessibility barriers.

(b) Regular Service For City Owned Or Operated Facilities

The Contractor shall make, at no charge to the City, the collection, transportation, and disposal of waste and recyclable materials accumulated by the City at City owned, operated, or other City designated sites on Exhibit A. Future City facilities shall be included at no charge to the City. Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers, and recycling containers as requested by the City for ongoing or special projects. If the City produces any waste that is hazardous or special waste, the Contractor will provide those services to the City on a cost per service basis. Also, in the event that the City's containers are full and need a special disposal, the Contractor will accommodate the City when possible.

Contractor shall plan two bulky item and brush clean-up events each calendar year. Events will be the second week of April and the second week of October. Contractor shall provide eight (8) free roll offs per event at a location specified by the City.

(c) Commercial and Industrial Service

Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening. Polycarts will be provided to Commercial Hand Collect customers, with ownership retained by Contractor. Temporary roll-off services should for commercial should be available on an open market basis.

(d) Recycling Processing Site

All recyclable materials for the recycling program shall be recycled and not disposed in a landfill. Contractor's failure to abide by obligations of the recycling Program by disposing of recyclable at a landfill or co-mingling with solid waste collections shall constitute a material breach of contract. In such case, the City may at its discretion terminate this contract, there being no cure for lost recycling opportunities. The Contractor shall notify the City of the recycling location where recyclables will be unloaded and processed. The City reserves the right to approve Contractor's recycling site.

(e) Taxes, Governmental Fees, Charges and Compliance

The Contractor shall agree to pay all applicable Local, State and Federal taxes, as well as applicable tonnage charges and regulatory fees during the life of this Contract. The Contractor shall follow all applicable Local, State, and Federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. The Contractor shall follow and comply with all environmental regulations and laws pertaining to the provision of the services detailed herein

3. PREPARATION OF THE PROPOSAL/SUBMITTALS

Respondents must provide the following information:

- ☐ Experience and qualifications related to municipal waste management.
- ☐ Operational plan, including equipment, personnel, and collection schedules.
- ☐ Proposed pricing structure for residential, commercial, and City facility services.
- ☐ Compliance with all applicable federal, state, and local laws.
- ☐ Customer service protocols, including complaint resolution procedures.
- ☐ Sample reporting, including tracking of waste and recycling tonnage.

(a) Respondents are encouraged to prepare and submit their questions in writing. Any oral responses provided by City staff shall be considered preliminary and any written responses given shall be considered an official response. Any oral responses given that is not subsequently confirmed in writing shall not be official or binding on the City. Only written responses shall be official, all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing services listed herein and respond completely. Failure to complete and provide any of the proposal requirements may result in the respondent's proposal being deemed incomplete and therefore disqualified from consideration.

(b) All Proposals must be prepared and signed by the Contractor in the form attached hereto. THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR. All blank spaces in each Proposal Form together with appropriate exhibits must be completed in full in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Contractor in ink.

The proposal amount is for a Base Bid. It is the intent of the proposal to determine the lowest possible cost without regard to License or billing fees. All License fees and/or billing fees will be determined by the City and added to the base bid provided by Contractor. One rate will be then established for the Customer, which includes the Base Bid, License Fee and/or Billing Fee.

(c) Submission Information: Sealed proposals (one original, five [5] copies and one [1] copy in electronic format on a flash drive, together with appropriate schedules, will be accepted until 2:00 p.m. on March 3, 2025 at City of Alvarado, Attn: Hillary Cromer, 104 W. College Ave, Alvarado, Texas 76009. Each sealed proposal must be clearly marked with the name of firm/Respondent and the description "RFP #2025-001 SOLID WASTE COLLECTION & RECYCLING SERVICES - DO NOT OPEN UNTIL 2:00 P.M, Monday, March 3, 2025".

No telephone, emailed, or faxed proposals will be accepted. Proposals will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for or consider missing, lost, or late deliveries. If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal received later than the date and time above will not be considered.

(d) Any Proposal may be withdrawn prior so long as the request is received in writing from an authorized representative of Respondent prior to the proposal deadline.

4. ADDENDA AND EXPLANATIONS

Requests for additional information shall be made no later than 2:00 p.m. on February 24, 2025, and shall be directed to Hillary Cromer via email at cromerh@cityofalvarado.org. All requests must be made in writing. Oral explanations will not be binding. Any interpretations, corrections, or changes to this Request for Proposal or specifications will be made by addenda. Addenda will be posted at . It is the responsibility of the Respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal. Answers to questions will be published in the form of addenda not later than four (4) days prior to the date fixed for the opening of Proposals.

Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

5. FAILURE TO ENTER INTO THE CONTRACT

The Contractor to whom the Contract is awarded will be required to execute two (2) copies of the Contract and furnish the required proof of insurance. In case of the Contractor's refusal or failure to do so within twenty (20) days after receipt of formal notice of award, the Contractor will be considered to have abandoned all his rights and interests in the award, the Contractor's proposal may be declared forfeited to the City, and the award may then be made to the next best qualified Contractor or the work re-advertised for Proposals as the City may elect.

6. CONDITIONS

Each proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Contractors shall thoroughly examine and be familiar with the General Specifications. It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work. The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to become familiar with existing conditions, shall in no way relieve Contractor of any obligations with respect to the Contractor's Proposal or to the Contract.

The Contractor shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions the Contractor may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

7. NAMES, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

The Proposal must be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether a corporation, partnership, or individual, shall also be stated in the Proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Contractor shall give full names and addresses of all partners. Partnership and individual Contractors will be required to state in the proposal the names of all persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with county and state and telephone number, must be included with the signature of the authorized representative.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

8. COMPETENCY AND QUALIFICATIONS OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. In the event that the City shall require additional certified supporting data regarding the qualifications of the Contractor in order to determine whether it is a qualified, responsible Contractor, the Contractor may be required to furnish any or all information as requested.

9. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its Proposal:

- (a) Evidence of collusion among Contractors.

(b) Lack of competency as revealed by financial statements, experience or equipment statements, and/or other factors.

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship.

(d) Default on a previous city contract for failure to perform.

10. BASIS OF THE RFP

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed and evaluated on the basis set forth in No. 20 hereof.

11. QUANTITIES

The current quantities for the number of residential, commercial, and industrial units are strictly estimates. It is the responsibility of the Contractor to survey the City for use in preparing the proposal. The Contractor may wish to utilize its own or other estimates and to provide for growth or shrinkage factors.

12. METHOD OF AWARD

The City reserves the right to accept any proposal or to reject any or all proposals, and to waive defects or irregularities in any proposal. In particular, any alteration, erasure or interlineation of the Contract Documents or of the proposal shall render the accompanying proposal non-conforming and subject to (but not requiring) rejection by the City. The City intends to award the Contract at the March regular City Council Meeting.

13. DISPOSAL SITE

Once selected, the Contractor is responsible for the legal disposal of non-recyclable waste at a state approved facility. The Contractor shall pay all state fees imposed by the Texas Health and Safety Code related to disposals. Contractor shall provide evidence indicating that it has the right to use a landfill site for the purpose of this Contract for the entire term of the Contract and any agreed extensions thereto. Once waste is picked up by the Contractor, transportation and disposal of the waste is the sole responsibility of the Contractor. Contractor agrees to indemnify the City from any liability, fines or penalties or costs associated with the transportation and deposit of Refuse and Hazardous Waste in the landfill.

14. FRANCHISE FEE

For the right and privilege of using the City's public rights-of-way to provide exclusive services per the contract, the successful Contractor, on the first day of each month during the term of the contract, will pay the City a franchise fee equal to fifteen percent (15%) of gross receipts resulting from the operation of the residential services, fifteen percent (15%) of gross receipts for commercial services, and ten percent (10%) of gross receipts for roll-offs within the City and will email a report to the Chief Financial Officer coxlaura@cityofalvarado.org detailing the franchise fee calculation. The City may increase or decrease the franchise fee with ninety (90) calendar day's written notice. Contractor agrees to pay the franchise fee monthly for all commercial and industrial accounts.

The City will collect the franchise fee for residential collection. These fees shall be deducted from the monthly payments to Contractor for receipts for residential collection.

15. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

16. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

17. CURBSIDE RECYCLING CONTAINERS

The Contractor will provide to each Residential Unit a container for Recyclable Materials. Such container shall be a standard recycling bin with a lid and a minimum capacity of 95 gallons. Each container shall be of a type that is accepted by other municipalities with recycling experience. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

18. MATERIAL

The Contractor shall provide a single-stream recyclable collection service on a once per week schedule. Residents will not be required to separate recyclable materials by type of material; therefore, all recyclables may be co-mingled with other recyclable materials. Contractor shall include a list of acceptable recyclable materials.

The following materials shall be included in the recycling program:

- Newsprint
- Office Paper
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass - Clear, Brown and Green
- Plastic Containers Labeled #1, #5 and #7 (Ex. Milk jugs, water bottles, detergent jugs)
- Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. To the fullest extent possible, Contractor shall protect recycling materials against contaminants that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all Recyclable materials collected pursuant to the Contract.

19. TERM

The term of service shall be five (5) years beginning July 1, 2025 with up to three (3) renewal terms of five (5) years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional three-year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and if so, shall approve the extension within 60 days.

20. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The selection committee may select all or some or none of the Respondents for interviews. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria, or other criteria to be determined by the selection committee. The City may request additional information from the respondents at any time prior to the final approval of a selected respondent. The City reserves the right to select one or more, or none of the respondents to provide services. Final approval of a selected respondent is subject to the action of the City Council. The criteria to be evaluated may include the following items listed below.

- a) Experience, Background, Qualifications
- b) Proposed Plan for Service delivery, including proposals for optional services
- c) Evaluation of Proposed Pricing Schedule
- d) Compliance with RFP requirements
- e) Customer Service and Reporting

The Contractor selected to provide service may be required to submit (in person) its final proposal to the Council at the City Council meeting.

21. IMPLEMENTATION AND OPERATIONS PLAN

The Contractor shall provide an Implementation and Operations Plan detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services. If the city selects the service for Polycart collection of regular trash services the expectation is that the Contractor shall deliver the Polycart to the customer prior to July 1, 2025.

22. REPORTING REQUIREMENTS

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- a. Monthly reports, within two (2) weeks of the end of each month detailing:
 - 1. Residential Polycart transactions; participation/set-out rates, etc.

2. Commercial and Industrial hand collection and roll-off container reports by location, size and frequency
 3. Tonnage of recycling and trash collected by category of service
- b. Annual reports each October on the status of the terms and conditions of the License and any points that Contractor believes need to be addressed.

23. EXCLUSIVITY OF CONTRACT RIGHTS

The Contractor shall have the sole and exclusive license, and privilege to provide residential and commercial municipal solid waste and/or residential recycling (not including storm debris and construction debris, which shall be by independent contract between the producer and any City-registered construction debris collector) collection and removal within the corporate limits of the City. Temporary roll-offs shall be open market.

SECTION II: STANDARD TERMS & CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City.

A. **ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal or specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvarado City Secretary. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this RFP. It is the responsibility of the respondent to check for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their proposal.

B. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

C. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.

D. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.

E. **AWARD:** The City reserves the right to award by line item, section, or by entire proposal; whichever is most advantageous to the City, unless denied by the respondent.

F. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Alvarado's City Secretary will make all change orders to the contract in writing as allowed by law.

G. **COMMUNICATION:** The successful Respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make

inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Manager.

H. CONFLICT OF INTEREST: In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Alvarado's City Secretary (attached).

I. CONTRACT ENFORCEMENT:

1. Breach of contract or default authorizes the City to make an award to another vendor, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
2. In the event the successful Respondent shall fail to perform, keep or observe any of the terms and conditions of the contract, the City shall be entitled to terminate the Contract in accordance with the provisions of the Contract included in the Contract documents.

J. ETHICS: The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, agent of the City except in accordance with City Policy.

K. EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

L. FELONY CRIMINAL CONVICTIONS: The Respondent represents and warrants that neither the Respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

M. FORCE MAJEURE: Force majeure is defined as acts of God, war, strike, fires or explosions. Neither the successful Respondent nor the City is liable for delays or failures of performance due to force majeure. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of force majeure.

N. INDEMNITY AGREEMENT: Except as hereinafter set forth, the successful Respondent shall indemnify and hold harmless the City of Alvarado and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, expert witness fees and other costs arising out of or resulting from negligent performance of the services set forth in the successful respondent's proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by negligent acts or omissions of the Respondent, a subcontractor of the Respondent, anyone directly or indirectly employed or contracted by the Respondent or anyone for whose acts the successful Respondent may be liable.

O. INVOICES: Each invoice shall contain the successful Respondent's name and address, City of Alvarado's purchase order number, receiving departments name and address. Invoices shall be mailed directly to the City of Alvarado, Attention: Accounts Payable, Alvarado, Texas, 76009.

P. LATE SUBMITTALS: The City will reject late proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the City Secretary's Office, for confirmation of receipt you may contact Beth Walls, City Secretary, at 817-790-3351, ext. 114.

Q. MINIMUM STANDARDS FOR RESPONSIBLE RESPONDENT: A respondent must affirmatively demonstrate Respondent's responsibility. A Respondent must meet the following requirements:

- a. Have adequate financial resources or the ability to obtain such resources.
- b. Be able to comply with the instructions, specifications, terms and conditions.
- c. Have a satisfactory record of performance.
- d. Have a satisfactory record of integrity and ethics.
- e. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

R. PATENTS/COPYRIGHTS: The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.

S. PAYMENT: Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.

T. PRICES HELD FIRM: All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City.

If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Alvarado.

U. REFERENCES: The City requests each Respondent to supply, with its Proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of the firm, address, contact employee of the firm, telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

V. RELEASE OF INFORMATION AND PUBLIC INSPECTION: Only the name of the Company responding to this proposal shall be released at the proposal opening. Other information submitted by the Company shall not be released by the City, and the proposals will not be available for inspection, during the proposal evaluation process, or prior to contract award. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other

parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.

W. REQUIRED DOCUMENTATION: In response to this request for proposal, all documentation required by this RFP must be provided.

X. SALES TAX: The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 1-75-6000443-8.

Y. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

Z. SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

AA. SUBCONTRACTORS: The Contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Prime Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

BB. TAX/DEBT ARREARAGE: The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City of Alvarado, Texas for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the said taxes or other debts against the same.

CC. TERMINATION OF CONTRACT: The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

DD. TRAVEL AND DIRECT CHARGES: The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.

EE. VENUE: Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Tarrant County, Texas, where venue for any proceeding arising hereunder will lie.

FF. WITHDRAWAL OF PROPOSAL: A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the Respondent prior to the proposal deadline.

SECTION III: GENERAL SPECIFICATIONS

1.00 DEFINITIONS

1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.

1.02 Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

1.03 Bin (Residential Recycling): See Recycling Container.

1.04 Brush: Plants or grass clippings, leaves or tree trimmings.

1.05 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be.

1.06 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, or 40 lbs. in weight.

1.07 City: The City of Alvarado, Texas.

1.08 Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

1.09 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

1.10 Commercial Hand Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

1.11 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

1.12 Commodity Buyer: A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

1.13 Compactable Waste: Items that can be crushed under the weight of compaction equipment.

1.14 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

1.15 Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance, into the container, by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

1.16 Contract Documents: The Request for Proposal, Instruction to Contractors, Contractor's Proposal, General Specifications, Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City.

1.17 Contractor: The person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

1.18 Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

1.19 Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

1.20 Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

1.21 Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

1.22 Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on- site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33

U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.);

(ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C.

§ 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

1.23 Garbage: Any and all dead animals of less than 10 lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

- 1.24 Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries etc., and consumer electronic equipment that is near or at the end of its useful life.
- 1.25 Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.
- 1.26 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.
- 1.27 Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.
- 1.28 Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.
- 1.29 Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.
- 1.30 Polycart: A wheeled receptacle with a maximum capacity 95 gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems, and having a tight-fitting lid capable of preventing entrance, into the container, by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.31 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.32 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.
- 1.33 Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.
- 1.34 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a minimum capacity of 95 gallons.
- 1.35 Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- 1.36 Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

1.37 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four or less units, shall be treated as a Residential Unit, with each unit receiving individual trash service and recycling service, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.38 Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

1.39 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

1.40 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.41 Take All Service: Refers to service level expected of contractor for solid waste collection. Specifically, contractor will dispose of any items placed on curbside, including bulky items. The exception will be unacceptable waste.

1.42 Unacceptable Waste: Brush not meeting acceptable guidelines (cut in 4-foot sections and bundled), contractor debris, and household hazardous waste.

1.43 Unusual Accumulated: (a) For residences, each regular collection more-than ten (10) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business and (c) materials judged by the Alvarado City Secretary to be hazardous such as oil, acid, or caustic materials.

1.44 Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation.

2.00 TYPES OF COLLECTION

2.01 Residential Collection:

.01 At the premises of residential accounts held by the City and served by the Contractor, collection shall occur as follows:

- A minimum of once weekly automated service including residential solid waste and brush/bulky waste collection. Exceptions are unacceptable waste (see definitions).
- A minimum of once weekly collection of recyclable materials

.02 Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and require modification of routes, and updates on routes of Contractor.

.03 The Contractor shall pick up all acceptable waste generated from a residential premise, provided the same is properly prepared, bagged, or stored for collection in garbage containers, or properly bundled, although bulky waste will not be required to be in garbage containers. Contractor shall also be required to pick up all acceptable brush and trees during the regular residential collection frequency provided that same are prepared according to specifications. Loose brush and tree stumps exceeding 50 pounds each may be disposed of by Contractor for a rate to be set by contractor and approved by City. At customer's request, rubbish, and brush and trees that are not contained in garbage containers or are not prepared and placed for collection in a bundle or a boxed bundle, may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be defined as a "pick-up truck load" or a specific cubic yard measurement.

2.02 Brush/Bulky Wastes Collection: The Contractor shall provide with residential waste collection, weekly service for brush/bulky wastes and/or bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles.

2.03 Residential Recycling Collection:

.01 The Contractor shall provide weekly service for recyclable materials to all residential customers. In addition, Contractor will provide each Residential Unit a container for recyclable materials. Such container shall be a standard 95-gallon (minimum) recycling container with lid, and of a type that is accepted by other municipalities with recycling experience. Containers with lids for protection of paper materials during rainy weather are required. Contractor agrees to collect such recyclable materials in accordance with the requirements set forth in SECTION 1, No. 18, titled "MATERIAL".

.02 Contractor shall provide free of charge extra recycling containers as requested by resident, to replace damaged, lost, or stolen bins. At onset of contract, Contractor will be responsible for delivering new recycling bin(s) and lids to each resident to replace those from current provider, if required.

.03 The collection of the recyclable materials shall occur at the curb. Contractor shall collect recycling material set out for collection outside the normal recycling bin when necessary. Examples include extra newspapers bundled and/or bagged where volume is greater than bin size, etc.

.04 Contractor shall also provide the City a recycling report detailing volume collected and participation rate on a monthly basis.

2.04 Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or containers as so designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening.

2.05 Unusual Accumulations Collection: The Contractor may charge for the collection of unusual accumulations, as provided in the then current City Ordinances. Contractor shall propose rates for unusual accumulations in its proposal.

3.00 COLLECTION OPERATION

3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 a.m. and shall generally not extend beyond 7:00 p.m. Refuse shall be placed at curbside by 7:00 a.m. on the designated collection day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor.

3.02 Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

3.03 Location of Bins, Bags, and Bundles for Collection: Each bag and/or container shall be placed at curbside for collection by 7:00 A.M. on the designated collection day. (See Curbside definition). When construction work is being performed in the right-of-way, bags and containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any waste not so placed.

3.04 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.

3.05 Holidays: The following shall be holidays for purposes of this Contract:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above- mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet its contractual obligations. NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be determined in conjunction with the City to best accommodate the needs of the citizens.

3.06 Complaints:

- .01 Complaints shall be made directly to the City. Contractor shall promptly respond to all complaints. At a minimum, Contractor's complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints and shall promptly provide the City, upon request, copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Contractor shall collect any missed pickups of residential refuse the same business day if notification to the Contractor is provided by 2:00 p.m., and if Contractor is notified after 2 p.m., not later than 12:00 p.m. the next business day.
- .02 If the Contractor is unable to resolve a complaint within 36 hours, Contractor will notify City and provide documentation to the City's satisfaction explaining the reasons the complaint cannot be satisfied within 36 hours.
- .03 The City shall notify Contractor of each complaint reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the complaint.
- .04 Contractor shall notify all customers about complaint procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collections, or procedures. The City and Contractor will work together to determine the most appropriate method of notification.
- .05 Contractor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees, agents and subcontractors.
- .06 For an unresolved complaint from a customer, the City's designated representative shall be responsible for deciding any disputes between the City, Contractor, and/or the customer as to the validity of the customer's complaint if the complaint arises from the Contractor's duties to collect a customer's refuse as required herein, to clean up spillage as required herein, and to exchange or replace a commercial or residential customer's container or bin as required herein. The decision of the City's designated representative on such matter shall be final and the parties agree to abide by said decision; provided, however, that when Contractor challenges any complaint or failure to perform under this Contract, the City's designated representative may request a joint inspection by a representative of the City and a representative of Contractor.

3.07 Collection-Equipment:

- .01 Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract.

- .02 Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.
- .03 Due to street size variations in the City, the Contractor shall provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. The Contractor will utilize lighter-capacity single-axle collection trucks for those routes identified by the City and Contractor as likely to be damaged by the use of heavier garbage hauling equipment (i.e., on asphalt paved streets). Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.
- .04 All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number in a color and size so as to be legible from 150 feet. No advertising shall be permitted on vehicles.
- .05 All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract.
- .06 Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program shall be used.
- .07 The City may inspect Contractor's vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City.
- .08 Contractor shall ensure that vehicles are washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a clean and sanitary condition.

3.08 Office: The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones, with a local or toll-free number for Alvarado residents and business representatives, and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

3.09 Point of Contact: All dealings, contacts, etc. between the Contractor and the City shall be directed by the Contractor to the City's designated representative and by the City to the Contractor's District Manager. Each party agrees to provide the other with the name and phone number of the employee to be contacted after regular business hours should an emergency arise.

3.10 Lease Container: The Contractor may lease containers for waste storage to the owner or occupant of the Contractor's commercial customers. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number. Such containers shall be maintained in the City approved single color scheme.

3.11 Recycling Container: Contractor will provide each Residential Unit and Commercial Unit a container for recyclable materials. The containers will have a minimum capacity of 95 gallons and have lids for protection of paper materials from the weather or be plastic bags. Contractor shall provide free of charge extra recycling bins, as requested by the resident or the business or industrial customer, to replace damaged, lost, or stolen bins.

3.12 Disposal: The Contractor shall deliver solid waste collected to a Licensed Sanitary landfill operated in compliance with rules stipulated by the TCEQ and/or the EPA. Contractor shall provide evidence of its right to use the landfill for the term of the Contract.

3.13 Spillage:

- .01 The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall leave proper notification to the customer at the premises to properly contain refuse.
- .02 The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection.
- .03 Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.
- .04 If any customer maintains improper or inadequate containers for the nature, volume or weight of refuse to be removed from the premises, or if any customer improperly places debris or bulky items for collection, Contractor may refrain from collecting all or a portion of such refuse and shall notify the City and the customer that refuse has not been removed from his premises on the scheduled collection day; where no notice of non-collection or a change in collection schedule has been received from Contractor, the City may investigate. If the City determines that Contractor has failed to collect refuse from the premises without cause, Contractor shall collect same within 24 hours after a collection order is issued by the City.

3.14 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of his inability to make collection.

3.15 Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or

when parked if contents are likely to be scattered. Contractor shall ensure that vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose.

3.16 Inappropriate Recycling Materials: If Contractor's employees determine that the recyclable materials set out by the resident are unacceptable due to the inappropriateness of the materials, Contractor will leave the inappropriate materials in the recycling bin and attach a sticker explaining why the materials were rejected. Contractor is not required to collect recyclable materials mixed with garbage or rubbish normally collected by solid waste collection crews.

3.17 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency. Contractor shall notify City in the event Contractor becomes aware of any hazardous waste that has been placed for collection.

3.18 Employees:

- .01 Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
- .02 Contractor shall perform driving record checks of all drivers working within the City at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.
- .03 Contractor shall remove any driver with an unsafe driving record from working within the City.

3.19 Noise: Contractor shall make collections with a minimum of noise and disturbance to the household residents.

4.00 LICENSE AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes and fees required by the City and the State or other governmental entity.

5.00 INDEMNITY

Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant, or subcontractor of Contractor, and their respective officers, agents employees, directors and

representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH SUITS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF THE CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS DIRECTORS AND REPRESENTATIVES OF CITY UNDER THIS CONTRACT. The

provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the City in writing of any claim or demand against the City or Contractor known to Contractor related to or arising out of Contractor's activities under this Contract and shall see to the investigation and defense of such claim or demand at CONTRACTOR'S cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Contractor of any of its obligations under this paragraph.

5.01. It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this section(section 5), is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials employees, officers, directors, volunteers and representatives in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. The provisions of this Section and Section 7 shall survive the term of this Contract.

6.00 TERM

The term of service shall be five (5) years beginning July 1 2025, with up to three (3) renewal terms of five (5) years pending written agreement of both parties. Should either party desire to renew and extend the contract for an additional one-year period, the party shall give written notice to the other party not less than 120 days prior to the expiration of the Contract. The other party shall determine if the renewal is acceptable and, if so, shall approve the extension within 60 days.

7.00 INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and Contractor shall submit to the City evidence that the required insurance coverage evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

7.01 Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages:

Type Coverage	Per Occurrence Minimum	Aggregate minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability minimum	\$1,000,000	\$5,000,000
Property Damage	\$1,000,000	\$2,000,000

Comprehensive Auto Liability Bodily Injury \$1,000,000 \$1,000,000	\$1,000,000	\$5,000,000
Comprehensive Auto Liability- Property Damage	\$500,000	\$1,000,000
Environmental Impairment/ Impact- sufficiently broad to cover disposal liability on an occurrence basis.	\$1,000,000	\$2,000,000

The City reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

7.02 Additional Requirements for Insurance: Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. the liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader;
2. the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
3. each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment of premium, only 15 days written notice to City is required;
4. the term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;

5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
6. all liability policies required herein shall be written with an “occurrence” basis coverage trigger; and
7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the City a replacement certificate of insurance evidencing coverage or other proof of reinstatement.

8.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld as long as the City determines the proposed assignee meets the same financial stability, safety record, and customer service record as required in the Request for Proposals dated February 14, 2025. In the assignment, the assignee shall assume the liability of the Contractor provided that the Contractor shall remain liable and responsible to the City for any claims, violations of law, liability or damages arising during Contractor’s performance of the Contract.

9.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor’s collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer’s premises, whichever last occurs.

10.00 COMMERCIAL BILLING

The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to City a Franchise fee equal to 15% of the Contractor’s gross billings to commercial solid waste accounts for services rendered under the Contract with the City, said fees to be paid monthly. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. The City reserves the right to increase the Franchise fee in the event that the City determines an increase is necessary to provide appropriate compensation for the impact of the Contractor’s use of the City streets.

11.00 REMUNERATION

11.01 Collection and Disposal Rates: The collection and disposal rates shall be as follows:

1. For collection of refuse and recycling service required to be performed, the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with section 12.02.
2. For special collections provided by the Contractor, the charges are to be negotiated between the Contractor and the City prior to collection.
3. For other collections specified by the Contractor in the Proposal, the rates set forth in the Proposal.
4. The refuse collection charges shall include all disposal cost.

11.02 Modification to Rates: Contract may request an increase in the fees which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations shall be as follows.

1. On July 1, 2027 or on July 1 of any year thereafter, Contractor may request an adjustment in rates. The rate request shall be based upon the change in the Consumer Price Index (CPI) each June (U.S. City Average, All Urban Consumers, Not Seasonally Adjusted, All Items Less Food and Energy, Base Period 1982-84=100) from July 1 of the previous year. If the index specified above is discontinued, the parties shall agree by June 1 of the then-current year to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics (BLS) designates an index with a new title or code number or table number as being the continuation of the index cited herein, the new index shall be used.
2. If the above calculation does not result in an increase, the City Council will not consider an adjustment to the base rates. If the calculations result in an increase, the City Council may grant the increase based on CPI changes, not to exceed three percent (3%) maximum increase. Any increases shall become effective October 1 of the year the increase is granted.
3. Commencing July 1, 2027, in the event diesel gasoline prices increase by more than 15% in any quarter, the Contractor may request and the City Council will consider, approval of a fuel surcharge adjustment for rates. The amount of the fuel surcharge adjustment shall be applied subsequent to any applicable CPI adjustment. The City's designated representative shall review the surcharge and shall discontinue the surcharge when the conditions for the surcharge no longer exist. Extra cart fees are not subject to fuel surcharge adjustments.
4. Any proposed rate adjustment shall be submitted to the City as soon as practicable and be accompanied by adequate cost justification and documentation to allow for consideration by the City.

11.03 Billing Responsibility; Payments: The City shall be responsible for billing residential accounts and collecting payment from customers. The Contractor will be responsible for billing and collection of commercial or roll-off services, in accordance with the selected service alternatives.

11.04 Delinquent and Closed Accounts: The Contractor shall discontinue refuse collections service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Refuse Collection on the next regular scheduled collection day. The Contractor shall have the right to discontinue refuse collection service at any Commercial Unit delinquent in its payments.

11.05 Contractor's Billings to City: The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the (30) day following the end of the month. Such billing and payment shall be based on the price rates and

schedules set forth in the contract document. The Contractor shall be entitled to payment for services based on the City's collection receipts from its customers for such service.

11.06 Contractor shall quote a rate for service per resident unit per month. The City shall bill the Residential Units, and shall pay the Contractor based on the revenues received on a monthly basis.

11.07 Contractor shall quote rates for services to commercial and industrial units in compliance with the rates set forth in the Contract. Contractor shall bill commercial customers directly.

12.00 BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, or the party's designated representative, at the inspecting party's expense, upon reasonable advance notice.

13.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: 104 W. College Ave., Alvarado, Texas 76009 ATTN: City Secretary

If to the Contractor, at: ATTN: [TITLE]

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

14.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, or Act of God beyond the reasonable control of Contractor.

15.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

16.00 GOVERNING LAW AND VENUE

This Contract shall be construed and enforced in conformance with the laws of the State of Texas. Venue for any actions arising from or related to this Contract shall be in Tarrant County, Texas.

17.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of the Contract shall begin on July 1, 2025

18.00 MISCELLANEOUS PROVISIONS

18.01 Attorney's Fees: The prevailing party in the adjudication of any proceeding relating to this Agreement shall be authorized to recover its reasonable and necessary attorney's fees and shall not include damages set forth in Section 271.153 of the Texas Local Government Code.

18.02.1 Independent Contractor: Contractor is an independent contractor as to the work, duties and rights granted herein and neither Contractor, its agents, officers, or employees, or subcontractors is an employee of the City. The doctrine of respondent superior shall not apply between City and Contractor and nothing herein shall be construed as creating a partnership or joint enterprise between the parties hereto.

18.02.2 Construction: The parties agree that nothing in this Contract will be construed against the drafter, each party having had the opportunity to consult with counsel to review this Contract.

18.02.3 Contract Documents: The Contract shall include the following documents as though they were fully set forth verbatim in the Contract: the proposal, including all exhibits the rate sheets, and the requests for proposal, including any addendums.

19.00 SPECIAL PROVISIONS

19.01 Clean Up Events:

During the term of this Contract, Contractor agrees to provide support each year to the City for City sponsored events as follows:

1. Contractor shall annually, on each June 1 of the term of this Contract, pay City \$5,000.00 for support of City sponsored events.
2. Contractor shall provide up to eight (8) 30-yard roll-off containers free of charge for each City event. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notice to Contractor to schedule such events.

SECTION IV:

ATTACHMENT A

Estimated Number of Residential, Commercial and Industrial Units Serviced

As of February 2025

TYPE OF SERVICE	APPROXIMATE # OF UNITS
Residential	2,169
Commercial & Industrial	223
TOTAL	2,392

ATTACHMENT B

CITY OF ALVARADO CURRENT RATES

EFFECTIVE 8/01/2024

AMENDED "EXHIBIT A"
SOLID WASTE PRICING
RATE SCHEDULE

RESIDENTIAL CURBSIDE RATES

Residential Trash Collection (1 cart, once per week)	\$ 10.70
Monthly On-Call Bulk Collection (Up to 3 cubic yards)	included
* Residential Recycle Collection (1 cart, every other week)	\$ 3.59
* Residential Recycle Processing	\$ 0.87
Quarterly Landfill Access (1st Saturday of January, April, July, October)	
Total	\$ 15.16
Additional polycart (maximum 3 per home)	\$ 8.99

*Senior citizens have the privilege to opt-out of residential recycle collection and processing and the fees associated with this service. Application for qualification to opt-out of service must be made at Alvarado City Hall. Resident must be at least 65 years old, the homeowner and must reside at the address.

Optional Service - Off-schedule bulk collection is available for a fee. Residents must make arrangements directly with Republic Services and service will be quoted and pre-paid prior to collection. Minimum fee for this service is \$46.30 per collection for one truck hopper full of waste. Republic will not collect items that are too heavy to be safely loaded into collection vehicle, items that may damage collection vehicle or items that are not accepted at the landfill.

Commercial Curbside Collection

Commercial Curbside Trash (2 carts, once per week)	\$ 33.59
Commercial Recycle Collection (1 cart, every other week)	\$ 3.59
Commercial Recycle Processing	\$ 0.87
Total	\$ 38.05
Additional polycart/per month	\$ 8.99

Commercial Front Load Service

Container Size	1X week	2X week	3X week	4X week	5X week	Extra Lift
2 yard	\$ 80.20	\$ 126.98	\$ 173.75	\$ 220.55	\$ 265.06	\$ 38.39
3 yard	\$ 104.48	\$ 182.80	\$ 263.07	\$ 302.95	\$ 372.01	\$ 39.53
4 yard	\$ 132.60	\$ 227.00	\$ 325.45	\$ 365.36	\$ 447.75	\$ 49.40
6 yard	\$ 164.73	\$ 291.28	\$ 415.82	\$ 488.53	\$ 597.00	\$ 78.99
8 yard	\$ 218.95	\$ 365.62	\$ 512.26	\$ 616.90	\$ 752.92	\$ 96.82
Casters:	\$ 8.46				Locking Container	\$ 1.68
Extra Yardage	\$ 29.96	/yard			Removal/Delivery	\$ 29.96
Exchange Can:	\$ 126.27				Customer Damaged/ Burned Can	\$ 200.00

Industrial Roll Containers

SIZE	TYPE	Delivery / Relocate	Monthly Rental	Haul Rate/Load	Deposit/ Container
20 yard	Open Top	\$ 107.85	\$ 125.82	\$ 419.37	\$ -
30 yard	Open Top	\$ 107.85	\$ 125.82	\$ 509.24	\$ -
40 yard	Open Top	\$ 107.85	\$ 125.82	\$ 599.11	\$ -
30 yard	Compactor	Negotiable	Negotiable	\$ 615.87	n/a
35 yard	Compactor	Negotiable	Negotiable	\$ 694.95	n/a
40 yard	Compactor	Negotiable	Negotiable	\$ 774.05	n/a
42 yard	Compactor	Negotiable	Negotiable	\$ 806.41	n/a
Dry Run Fee:	\$ 107.85	Removal Fee:	\$ 107.85		
Relocate:	\$ 107.85	Washout	\$ 209.70	must be scheduled with a haul	

FRANCHISE FEE: 15% Commercial & Residential, 10% Industrial

Effective: 8/1/2024

SECTION V:

CONTRACTOR'S PROPOSAL FOR

SOLID WASTE COLLECTION AND RECYCLING SERVICES

The proposal amount is for a Base Bid including Franchise fees and/or billing fees with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to Franchise fees and/or billing fees. One rate will be established for the Customer, which is the Base Bid including Franchise fees and/or billing fees. The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Alvarado, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

Please complete the following based on Contractor's Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing

Contractor's Background and Experience:

Please describe your background and experience with providing residential solid waste and recycling collections services to public entities or cities. Please also identify the name of the entities or cities for which those services were provided.

Contractor's Resources:

Please list your resources, including total number of employees, number and location of offices and/or services center; number and types of equipment available to be assigned to this contract.

Contractor's Qualifications:

Please describe the number of professional qualifications, including municipal solid waste licenses and other pertinent certification and associations.

CONTRACTOR'S PROPOSED PLAN FOR SERVICE DELIVERY:

On a separate sheet labeled "Contractor's Proposed Plan for Service Delivery, please describe how each service will be accomplished and performed in the service area. Specifically:

- A. Describe the Methodology for Garbage Collection to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area
- B. Describe the plan to provide Recycling Collection Services to include the following:
 - 1. Proposed collection method
 - 2. Route description
 - 3. Proposed days of service
 - 4. Collection equipment capacity
 - 5. Number of vehicles used to service the area
- C. Provide the list of identified landfills, disposal sites and recycling centers the Contractor intends to utilize. Please state whether these are owned by the Contractor and provide evidence of the right to utilize the landfill for the purposes of this Contract for the term of the Contract and any extensions thereof.
- D. Provide a list of reserve equipment and personnel available to ensure timely delivery and completion of all services.
- E. Provide Implementation and Operations Plan, detailing the number and type of vehicles to be used, number of personnel, operational procedures, transition procedures, etc. that the Contractor will employ to comply with the requirements set forth in this specification and contract to provide solid waste and recycling collection services.
- F. Describe the customer service office and procedures:
 - 1. Hours of operation
 - 2. Procedure for tracking vehicle
 - 3. Procedure for responding to request for service
 - 4. Identify the names of the contacts for the City
 - 5. Identify emergency contacts

RESIDENTIAL RATE SCHEDULE

BASE SERVICE (Residential):

- A. Automated Solid Waste Collection
Including Brush/Bulky Waste Collection Once per Week Collection, 96-Gallon Polycart provided
Per Unit Per Month \$ _____
Cost with Polycart provided \$ _____
- B. Recyclable Materials Collection & Processing
Once a Week Collection, 95-Gallon Polycart
Per Unit Per Month \$ _____
- C. Solid Waste and Recycling removal service at
City Facilities listed in Exhibit A \$ NO CHARGE

OPTIONAL SERVICES (Residential):

- 1. Household Hazardous Waste
 - a. City-paid Events
Contractor to propose a program similar to a
2x per year event and provide cost estimates \$ attach proposal
 - b. On-demand Service
Contractor to propose a program where residents
call in for HHW to be picked up at the house \$_____/pickup
 - c. Unusual Accumulation
Per Pickup
\$ _____
 - a. Construction Debris
Per Pickup
\$ _____
 - d. Contractor-paid Events
Contractor to propose a program as in 1a. for which contractor pays all costs
\$ attach proposal

e. On-Demand Household Hazardous Waste & E-Waste Collection

Contractor to propose a program for this type
of collection \$ attach proposal

f. Once per year cart cleaning

Per resident, trash & recycling bins \$ _____

OPTIONAL SERVICES (Commercial):

For each optional service, contractor shall provide the additional cost per unit, per month, as applicable. Contractor shall include in submittal the details of the proposed services. Pricing and descriptions of alternate offerings for optional services shall be included in submittal.

1. Recyclable Materials Collection & Processing

a. Commercial/Industrial

Once a Week Collection \$ attach proposal

b. Unusual Accumulation

Per Pickup \$ _____

c. Construction Debris

Per Pickup \$ _____

2. Recyclable Materials Collection & Processing

a. Apartment Complexes

Once a Week Collection \$ attach proposal

b. Unusual Accumulation

Per Pickup \$ _____

c. Construction Debris

Per Pickup \$ _____

COMMERCIAL RATE SCHEDULE

Commercial Hand Collection, Per 90 - 96 Gallon Polycart*

*List container specifications and warranty program provided in Exhibit E

Automated Collection Cost:

Once Per Week \$ _____

Two Carts Once Per Week \$ _____

COMMERCIAL HAND COLLECTION RATES							
<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
1 – 5 bags							
6 – 10 bags							
1 Polycart							
2 Polycarts							
3 Polycarts							

FRONT LOAD CONTAINER RATES							
<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<u>Extra</u>
2 Cu Yd							
3 Cu Yd							
4 Cu Yd							
6 Cu Yd							
8 Cu Yd							

TEMPORARY FRONT- LOAD FOR RESIDENTIAL PURPOSES

Price to include delivery, rental, removal, and disposal costs:

6 Cubic Yard \$ _____

8 Cubic Yard \$ _____

Roll-Off Containers:

20 Cubic Yard Open Top Per Haul (Including Disposal) \$ _____

30 Cubic Yard Open Top Per Haul (Including Disposal) \$ _____

40 Cubic Yard Open Top Per Haul (Including Disposal) \$ _____

Delivery and Exchange \$ _____

Daily Container Rental \$ _____

Compactors:

6 Cubic Yard Per Haul (Including Disposal) \$ _____

8 Cubic Yard Per Haul (Including Disposal) \$ _____

20 Cubic Yard Per Haul (Including Disposal) \$ _____

30 Cubic Yard Per Haul (Including Disposal) \$ _____

35 Cubic Yard Per Haul (Including Disposal) \$ _____

40 Cubic Yard Per Haul (Including Disposal) \$ _____

EXHIBIT A

Estimate of City Facility Services to be Provided at No Charge

<u>Location Name</u>
City Hall
Public Works Facility
Fire Department
Administrative Building
Police Department
Library
Pecan Orchard?
Other Parks?

Polycarts for recyclables located at City Hall and serviced by residential routes.

CLEAN-UP EVENTS (x8)

Contractor shall provide up to eight (8) 30-yard roll-off containers free of charge for City events, as requested. This service shall include all costs (e.g., delivery, rental, disposal, etc.). The City shall provide a two-week notice to Contractor to schedule such events.

EXHIBIT A-1

Additional Service – City Hazardous or Special Waste

E1: Hazardous or Special Waste

Once a Month Collection

On a separate sheet labeled “Additional Service – City Hazardous or Special Waste– Exhibit A1”. The Contractor will provide these services to the City on a cost per service basis. Also, in the event that the City’s containers are full and need a special disposal, the Contractor will accommodate the City when possible.

EXHIBIT B

Leased Equipment Rates

On a separate sheet labeled “Leased Equipment Rates – Exhibit B” please list out all equipment that the Contractor expects to make available to commercial customers and the lease price for each piece.

EXHIBIT C

Storm Debris/Emergency Response Supplemental Bulky Brush Collection

On a separate sheet labeled “Storm Debris/Emergency Response Supplemental Bulky Brush Collection – Exhibit C” please provide to City a proposal on a per ten (10) cubic yard basis for emergency or disaster response related to bulky brush pickup events.

EXHIBIT D

Optional Commercial Recycling

On a separate sheet labeled “Optional Commercial Recycling – Exhibit D” please include an attachment that provides information on available commercial recycling opportunities. Please include options for apartment complexes.

EXHIBIT E

Location of Business and Disposal Sites

On a separate sheet labeled “Location of Business – Exhibit E”, please provide to City a detail of where Contractor’s main business is located and the location from which the trucks will be dispatched for collections in the City. Also, please detail where the Solid Waste Disposal sites and Recyclable Processing Site is located.

EXHIBIT F

Polycart/Bin Specifications and Warranty

Contractor shall include the specifications and warranty of the residential polycarts/bins being proposed for recyclables. Specifications should include color, size, capacity, manufacturing process, hardware, etc. Any attachments, pictures, or other documentation relating to this item should be marked “Exhibit F”. The City of Alvarado reserves the right to examine samples.

EXHIBIT G

Customer Service Policy and Contact Information

Attach a copy of your company policy addressing Customer Service standards. Be certain this information includes company contact names and phone numbers and the hours they will be available. Documentation relating to this item should be marked “Exhibit G”.

DEVIATIONS TO SPECIFICATIONS

RFP #2025-001

SOLID WASTE COLLECTION AND RECYCLING SERVICES

NOTE: THIS PAGE MUST BE INCLUDED WITH YOUR PROPOSAL

EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

Please initial: _____

We have not made exceptions or deviations to specifications.

We have made exceptions or deviations to specifications. Please list exceptions/deviations in the space below.

We have not made exceptions to the Contract provisions

FIRM NAME: _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF FIRM: _____

DATE: _____

SIGNER'S NAME AND TITLE: _____

In submitting this proposal, the Respondent agrees and certifies to the following conditions:

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Alvarado.
2. The undersigned affirms he has familiarized himself/herself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be within 20 calendar days unless a different period is noted by the Respondent.
4. The undersigned affirms that he or she is duly authorized to execute this Contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Alvarado, and that the contents of this bid have not been communicated to any other Respondent or to any employee of the City of Alvarado prior to the official opening of this proposal.

5. The Respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council member, official, or employee of the City of Alvarado in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal.

6. The Respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.

7. The Respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.

8. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

9. The undersigned affirms that he/she has read and understands the specifications and any attachments contained in this proposal package.

10. The Contract is not valid until approved by City Council. When an award letter is issued, it becomes a part of this Contract.

NAME AND ADDRESS OF COMPANY: AUTHORIZED REPRESENTATIVE:

Signature Date Name Title: _____

Tel. No. Fax No.: _____

Email: _____

COMPANY IS:

Business included in a Corporate Income Tax Return? **YES / NO**

Corporation organized & existing under the laws of the State of Partnership consisting of Individual trading as Principal offices are in the city of _____

CONTRACTOR'S PROPOSAL

[Appropriate Acknowledgment must be completed]

CORPORATE ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

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

(Print Name) (Print Title)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20

.

Notary Public

My Commission expires: Seal

SINGLE ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20

.

Notary Public

My Commission expires: Seal

EXHIBIT B
PARTNERSHIP ACKNOWLEDGMENT RFP #2025-001

THE STATE OF §

§

COUNTY OF §

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

(Print Name) (Print Title)

of a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that he or she was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of , A.D., 20.

Notary Public My Commission expires:

Seal

INSURANCE REQUIREMENTS

1. All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:
 - a. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A.
 - b. Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - c. The Special Provisions Section shall state that the liability and worker's compensation policies have been endorsed to provide for waivers of subrogation, to provide that those policies are primary and non-contributory as to the City.
 - d. Liability policies shall be endorsed to provide the following:

- (1) Name as additional insured the City of Alvarado, their Officials, Agents, Employees and volunteers.
- (2) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- (3) 30 days' written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date, except that 10 days' notice may be given in the event the Contractor has not paid for renewal of its coverage prior to the expiration date.
- (4) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- (5) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- (6) Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate the contract agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than \$5,000,000 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$5,000,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Professional Errors and Omissions Insurance

Professional E&O Liability insurance with a minimum policy limit of \$1,000,000 is required under this Agreement.

[X] Worker's Compensation Coverage

Contractor agrees to maintain insurance for workers' compensation or self-insured employee coverage meeting the requirements established by the Tex. Worker's Comp. Act, Texas Labor Code in the amounts not less than \$1,000,000.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2**
Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has an employment or business relationship.**_____
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

4_____
Signature of person doing business with the governmental entity_____
Date

Waste Connections Commercial Driving Center Class 23-01



Today marks the completion of the first class of TEAM Members becoming CDL Drivers! From L-R: Russ Friar, Jason Toohey, Astul Aparicio and Keith Fleetwood. Keith passed his State CDL Exam this morning and the other three are scheduled to take their exams at their home state DMVs next week. Please join me in congratulating these guys for their great work as the first class to complete training.

We are thrilled to introduce a groundbreaking initiative at Waste Connections with the launch of our new driving school. Our first-ever WC driving school trainers will play a pivotal role in shaping the future of our workforce. Our driving schools will be a testament to the best of Waste Connections, where our values are not just words but actions. Those who embody Servant Leadership will thrive in this role. We are building a safer, more sustainable future for our employees and our communities we serve.

Our Driver Instructors, are responsible for providing instruction and monitor teaching/learning effectiveness. They provide students with the understanding and skills

necessary so that graduates are ready to serve our communities in a safe and professional manner.

The custom Waste Connection training program will:

- Provide students with information about the goals and requirements of each course, the nature of the course content and the methods of evaluation to be employed, including required classroom behavior.
- Present course content in an engaging and interactive way, focusing on adult learning principles.
- Follow daily lesson plans to ensure quality, consistency, and uniformity of instruction and student content.
- Assist in continuously improving course content and training methodologies.
- Keep accurate attendance records and submit required class documents in a timely manner.
- Measure each student's progress through the use of exams or performance assessments essential to mastery of objectives.
- Advise students on their progress covering course material.
- Provide supplemental materials and/or instruction when necessary.

CDL Academy TEAM Completes SL-D and Presentation Advantage!

Our TEAM of CDL Instructors and Examiners from Gastonia, NC and Houston, TX just completed SL-D and "Presentation Advantage". This TEAM represents over 150 years of **Driver Training / Solid Waste Industry** experience. We're looking forward to seeing TEAM Members from across the US come into our schools!



TRAINING PROGRAMS, DRIVER QUALIFICATIONS

PERSONNEL HIRING AND TRAINING

Goal = Ensuring Qualified Personnel.

INFOR TALENT SCIENCE HIRING ASSESSMENT TESTING

WCN considers an employee's "fit" into its business culture a crucial ingredient for success. Following extensive research into the characteristics that are associated with successful managers in the solid waste industry, WCN partnered with [Infor Talent Science](#) starting in 2009 and developed a custom performance profile that is used in the hiring of district managers. This Predictive Talent Analytics solution captures an individual's behavioral DNA to assess strengths and opportunities of existing and candidate personnel pertaining to the following overall categories.

- Intellect
- Problem Solving
- Work Style
- Needs and Motivations
- Working with Others
- Leadership Approach

The Behavioral Characteristics measured include:

- Verbal Reasoning
- Pace
- Need for Challenge
- Acceptance of Authority
- Flexibility
- Discipline
- Analytical
- Caution
- Attention to Details

- Optimism
- Need for Recognition
- Workplace Innovation
- Assertiveness
- Ambition
- Reflective
- Realistic Thinking
- Humility
- Sociability
- Risk Taker
- Emotional Consistency
- Insight into Others
- Creativity
- Numerical Reasoning
- Cooperativeness
- People Orientation
- Team Orientation

This assessment represents the cognitive, behavioral and cultural characteristics of top performers. The tool also provides onboarding and development strategies that are individually specific.

- Intellect
- Drive and Motivation
- Work Style
- Interpersonal Style
- Leadership and Management Style

- Cultural Fit

Additional skills that are measured by the Testing includes:

- Verbal Reasoning
- Numerical Reasoning
- Mental Flexibility
- Ambition
- Analytical Skills
- Organizational Skills
- Risk Identification and Avoidance
- Social Ability

DRIVER QUALIFICATIONS AND HIRING STANDARDS

QUALIFICATION PROCEDURES

WC's driver hiring qualification standards and procedures have been developed to achieve two goals. The first goal is for the company to meet or exceed all Federal Motor Carrier Safety Regulations (FMCSRs) concerning driver qualification. The second goal is to select only the best available drivers: those who share WC's values and goals of operating in a safe, legal, and professional manner. WC never uses temporary or non-company employed drivers and has sufficient resources to cover driver absences or needs when necessary. As the 3rd largest Solid Waste Company in North America, WC can always utilize a large pool of labor resources to ensure we provide excellent service to our municipalities.

HIRING STANDARDS

WC requires all driver applicants to be a minimum of 21 years of age and have a minimum of three years verifiable driving experience. WC hiring standards require that only those driver applicants with zero chargeable or preventable motor vehicle accidents within the past three years will be considered for employment. Because of Waste Connections' commitment to safety, the company will not consider driver applicants who fail to meet the above standard.

WC's hiring standards also require that only those driver applicants with (2} or fewer violations of motor vehicle laws (other than violations involving parking only) within the past (3} years will be considered for employment. An applicant who has incurred more violations than the above standard has demonstrated a pattern of unsafe driving behavior that WC finds unacceptable in any prospective driver associate. WC will not consider for employment a driver applicant

convicted of any offense involving the operation of a motor vehicle while impaired by alcohol. WC will consider for employment a driver applicant who has been convicted of an offense involving the operation of a motor vehicle while impaired by alcohol only if the applicant has had no similar incidents within the past three (3) years. WC will not consider for employment a driver applicant who has been convicted of any careless or reckless driving of a motor vehicle offense within the past 3 years. Drivers convicted of operating a motor vehicle with willful or wanton disregard for the safety of persons or properties are unsafe by the company. This kind of behavior is unacceptable in any WC driver. WC will not consider any driver applicant who has been convicted of a criminal offense involving a commercial vehicle, including operating while under the influence of a controlled substance, transporting a controlled substance, or a felony involving the use of a commercial motor vehicle. Drivers will be expected to converse with other company employees, our customers, and the general public. Therefore, WC requires all driver applicants to be able to read and speak English sufficiently to be able to perform all duties and functions of the job. Driver applicants will also be required, because of experience, training, or both, to be able to: safely operate a WC vehicle and determine and execute proper cargo securing procedures.

TRAINING PROGRAMS

PERSONNEL TRAINING

All new personnel are trained by district, regional, and corporate training personnel using proven techniques that ensure a smooth transition. WCN has developed standardized training methods to ensure consistent training that establishes standards of practice and helps all new staff be fully prepared to “hit the ground running” at the beginning of a contract. WCN has established training programs completed by local district training personnel, including comprehensive new-hire and new-position training as well as monthly training on various topics. Regional trainers regularly provide safety training. Corporate trainers provide servant leadership, human resources, equipment maintenance, and additional safety training.

SERVANT LEADERSHIP TRAINING FOR MANAGERS

Waste Connections invests heavily in continuing leadership training for its managers and supervisors. Being a servant leader is central to our culture and we devote significant time and energy to making sure that all of our leaders have the tools and resources to lead their teams. Our philosophy is that our leaders are employed to serve the employees and provide them with the tools, training, and guidance to ensure they are successful. We have a “learning lab” at our corporate offices in The Woodlands, Texas, where we teach a series of servant leadership classes. Currently, we have nine formal week-long leadership classes for our supervisors and managers and dozens of leadership webinars.

CUSTOMER SERVICE TRAINING—CUSTOMER SERVICE REPRESENTATIVES

CSRs are initially trained by a highly experienced customer service manager. They will be specifically indoctrinated into the “Waste Connections Way,” seeking first to understand then

to assist the customer in the spirit of WCN's vision and values statement and way of life. CSRs receive written scripts to answer frequently asked questions. When a new question arises, the CSR manager will address the question and make sure that CSRs are advised of the proper response for future calls. A copy of all training materials will be provided to City staff upon request. In addition, calls are monitored for continuous customer service improvement. WC currently uses the services of STAR, Inc. to help monitor and improve our customer service levels. STAR, Inc. offers outstanding program options that have a proven track record for accuracy, developing customer service skills, and improving customer experience. Having our employees listen to themselves with a customer's ear and viewpoint is where real and lasting learning and improvement begins. All data is electronically transmitted. The customer service manager will carry the initial training of the CSRs into the "real world" by being available to act as a resource for new CSRs, as they put their training into practice.

All CSRs are required to attend a ride-along with a driver for areas serviced by WC to have a full understanding of operational issues in specific service areas. Ongoing annual CSR training includes WCN web-based training modules and STAR, Inc. training updates.

NEW CSR TRAINING

New customer service representatives (CSRs) are given individual training in telephone and customer service procedures for a minimum of three weeks prior to taking a call from our customers. Each CSR receives the following training:

- New employee orientation—an overview of the Waste Connections organization.
- New CSRs ride with drivers of garbage, recycling or yard debris routes during the first month of employment. This orients each CSR to the range of services WC provides customers. The ride along also familiarizes each CSR with truck types, container types and sizes, and cart and bin applications. Additionally, the ride along creates customer empathy as to the different scenarios that may come up with customers or drivers.
- All employees who answer phones, including the CSRs go through a training series supervised by the customer service lead that covers a wide range of topics related to customer service and telephone techniques such as basic telephone skills, determining caller needs, handling irate customers, and proactive customer service. Each CSR is given a manual outlining rates and specific procedures for the services we provide in all service areas for our clients. Customers may have different service requirements including rates, container sizes, and collection frequency which must be understood prior to the CSR talking to a customer.
- A new CSR spends several days one-on-one with an experienced CSR, observing, listening, and learning the mechanics of our customer service and billing system. Once familiar with the computer system the new CSR listens to conversations with customers and CSRs to better understand the types of questions asked by customers and the proper responses to give. Prior to taking customer calls by themselves, a new CSR begins answering customer

calls with an experienced CSR also on the phone call, giving assistance as needed. Once a new representative is trained and comfortable with answering the phone, they take calls and meet daily with the customer service lead to review questions and provide coaching. Additionally, CSRs are provided scripts to guide them through the more common types of customer calls.

- All new CSRs receive map training from the customer service lead. Large maps are displayed showing routes and borders of all service areas. Both the operations manager and the CSR Lead give general training in street naming methodology, directional distinctions, and City borders. More specific map training is conducted throughout the three-week training period. Once training is completed, CSRs are encouraged to use maps when setting up new customers on an ongoing basis.
- On a monthly basis or more frequently as needed, all CSRs will meet with the customer service manager as a group to review policies and procedures. Each employee actively participates in these meetings, listening to directives and giving feedback to the customer service manager and fellow employees.
- New customer service representatives are trained to focus on providing quality service. New representatives review our customer service manual, take a series of online trainings on the waste industry, and spend several weeks honing their skills on our billing software before they work independently with customers over the phone.
- Additionally, once a new representative is working independently, a daily printout of their work is reviewed to assure that all their service changes and calls were accurately handled. We do not stress “call quantity” to new representatives, rather we stress “call quality.”
- All CSRs are encouraged to communicate with one another and with management through daily e-mails or phone calls. There is an open-door policy for all employees, giving and receiving regular feedback from all departments including operations, dispatch, and accounting. It is clearly understood that all departments within WCN are interrelated by the customers we serve and that each employee group does have an effect on the service we provide to our customers.

DRIVER CUSTOMER SERVICE TRAINING

Drivers are thoroughly trained to address all aspects of customer service, ranging from understanding and learning to read their route lists to proper container placement, access of customer properties, the use of printed materials, and courteous personal interaction with customers for education and notification about proper set-out of carts and bins, preventing contamination, etc. Following their initial training as part of implementation, drivers will receive ongoing training on customer service. WC’s excellent driver customer satisfaction record reflects our success in the program.

DRIVER TRAINING

As safety is our number one operating value, all new hire drivers, regardless of prior experience, undergo a mandatory, minimum 23-day training program where they are trained and evaluated by a designated driver trainer and supervisor. This 23-day program emphasizes safety culture through situational training on WC's 5 Core Operating Values, in addition to teaching proper driving skills, fundamental safety training, regulatory compliance, and customer service expectations. No new hire drives solo without satisfactorily completing this program. Operations supervisors and all drivers are additionally trained in the **SMITH System** driver training program. This program, in existence since 1952, is utilized by numerous commercial driving operations and is required for all WCN drivers and operations management.

On all company vehicles, Waste Connections and its subsidiaries utilize **3rdEye** (an AWTI company) on-board cameras that continuously monitor driver behavior and record specific triggered events. Recorded events are used to coach drivers. Continuous improvement of driving skills, safety habits, and customer service are also achieved through monthly safety meetings, supervisor "ride-alongs," and safety and work-practice observations.

WC's compliance with all [STATE] Department of Transportation Commercial Vehicle regulations is mandatory and actively supervised. WC develops and utilizes specific safety and emergency training programs that include safe driving practices, and spill prevention and release response. All WC trucks are equipped with spill containment kits, fire prevention, emergency response, personal protective equipment, and reflective triangles for roadside emergencies. All drivers are required to wear clothing that meets ANSI standards for reflectivity.

HEALTH AND SAFETY PROGRAMS AND TRAINING

It is Waste Connections' policy to conduct all operations in a safe and healthy manner. The safety and health of every employee is a fundamental consideration in every business decision and plan, and all reasonable precautions will be taken to protect employees from injury and illness. Our goal is to prevent the occurrence of all work-related injuries, illnesses, and property losses. It is our philosophy that, by striving to eliminate unsafe conditions and actions, we will eventually achieve this goal. All applicable safety regulations, codes, and accepted work practices are trained upon and followed. Each employee is informed of any hazards associated with his or her job and trained in safe work procedures, the use of personal protective equipment, and other means intended to provide required protection. Training is conducted upon the hiring of every new employee, prior to an employee being placed in a new position, prior to conducting different work from that to which they are accustomed, and monthly on required topics and as needed.

AT THE FOUNDATION OF DISTRICT OPERATIONS: OUR DRIVERS

Finding dedicated drivers to consistently come in at all hours and deal with some of the most difficult situations in trash environments has become much harder today. Post COVID, many smaller companies are having challenges recruiting and maintaining drivers.

When selecting a solid waste company to provide service, consider that the real backbone of our local district is the drivers who operate the collection vehicles.

Outstanding drivers have many opportunities, but at Waste Connections, we offer total benefit packages that attract and keep our drivers. Many live and work in the communities they service, and they take pride in that.

Everyday, our drivers are dedicated to providing Waste Connections customers and communities the best and safest service in the industry.

Waste Connections drivers are required to undergo extensive safety training. They learn how to operate vehicles safely in all types of conditions, perform daily checkups and are held to high metric standards through our DriveCam and tablet programs. Learn more about our culture of safety and training:

Workscreen Training for Drivers - MOAB

<https://vimeo.com/manage/videos,389347861>

SAFETY

Distracted Drivers – How we train our drivers to be focused using a real Waste Connections employee situation.

[Safety Training - Distracted Driver Consequence](#)

<https://vimeo.com/manage/videos,794971743/da5150b480>

Celebrating our BEST Drivers!

[Waste Connections Driver Rodeo Celebration](#)

<https://vimeo.com/790543527/settings>

How much we appreciate our drivers!

[Drivers of the Year - How we do it RIGHT!](#)

<https://vimeo.com/manage/videos,673683546/4587e595da>

In 2017 we created the Waste Connections Employee Relief Fund to help co-workers and their immediate family members who faced significant financial hardship following a natural disaster or other financial hardships. Our initial funds have been used to help numerous employees over the past six years. Our employees have an opportunity to help our coworkers affected by hurricanes, floods and fires to assist impacted employees help pay for essential living expenses, such as food, clothing, utilities, temporary housing, property repairs, and other necessities. Employee contributions are entirely voluntary. Each dollar donated by an employee will be matched 3x by Waste Connections.

At the heart of Waste Connections, we care about our employees making it home every day safely to their families and friends. We are committed to a culture of safety, continuous training and providing stable employment to people who could be living in your neighborhood.

WASTE CONNECTIONS SUBSTANCE ABUSE PREVENTION POLICY

INTRODUCTION

Waste Connections, Inc. (including each of its affiliated and subsidiary companies, referred to in this Policy collectively as “Waste Connections” or the “Company”) is committed to protecting the safety, health, and well-being of its employees, customers, and all people who come into contact with its employees, workplaces, and property, and/or use its products and services. Drug and alcohol abuse impair judgment, performance, and health. Empirical research clearly demonstrates that the effects of such abuse may linger long after an individual believes them to have worn off. Waste Connections’ goal, therefore, is to maintain a work environment that is free from the effects of substance abuse. For these reasons, the Company has established the following substance abuse policy.

This policy applies to:

- All employees of Waste Connections and its subsidiary and affiliated companies.
- Job applicants are subject to drug testing as a condition of hire.
- Contractors and vendors are generally not subject to drug and alcohol testing pursuant to Company policies; however, they must not engage in prohibited activity while at Waste Connections work sites or while performing services for Waste Connections.
- Employees or applicants for positions that are subject to U.S. Department of Transportation (“DOT”) regulations on substance abuse and testing must comply with this Policy and with those regulations, as well as the Company’s FMCSA Drug and Alcohol Policy.
- Employees or applicants for positions that are subject to U.S. Department of Defense (“DOD”) drug and alcohol testing regulations must comply with this Policy and with those regulations and any related Waste Connections DOD drug/alcohol testing policy.
- If any provision of this Policy conflicts with provisions of a collective bargaining agreement (“CBA”) and/or any stand-alone substance abuse policy applicable to CBA-covered employees, the bargaining agreement and/or stand-alone substance abuse policy will control as to CBA-covered employees. Violations of this Policy shall constitute just cause for discipline, up to and including discharge.
- If any provision of this Policy differs from federal, state, or local law, this Policy will be implemented in a manner that complies with the relevant law and Waste Connections reserves all rights available to it under applicable law.

DRUG AND ALCOHOL RULES

ILLEGAL DRUGS

Waste Connections strictly prohibits the illegal use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation, and/or transfer of drugs, drug paraphernalia, inhalants, and intoxicants.

This prohibition on illegal activity applies not only during working hours and while on Waste Connections-owned or occupied premises or in Company-provided vehicles but extends, unless limited by law, to all illegal activities involving drugs, whether or not during working hours, on Waste Connections premises or in Company-provided vehicles.

Employees are prohibited from working with illegal drugs in their systems.

Employees with a confirmed positive test result, who are convicted of charges involving illegal drugs, or who violate the Policy in any way will be subject to disciplinary action, up to and including employment termination. Waste Connections requires employees to report any arrest or conviction based on allegations that the employee has engaged in illegal drug activity. Reports must be made within 24 hours or before next reporting to work, whichever is sooner, and should be directed to the Regional Human Resources Manager. Arrests or convictions will not necessarily affect an individual's employment with Waste Connections; however, misleading the Company about, or failure to report, such arrests or convictions will be considered an integrity issue, and may lead to discipline, up to and including employment termination.

The term "illegal drugs" or "illegal use of drugs" includes any substance or use of any substance made illegal to use or possess as a matter of federal, state, or local law. "Illegal drugs" also includes the misuse of products not intended for human consumption, such as inhalants and synthetically created drugs (for example, "bath salts"). The use of prescription medication by a person other than for whom prescribed is illegal, as is the use of an otherwise lawful medicine used other than as prescribed.

Marijuana remains illegal to use or possess as a matter of federal law, and therefore, the use and possession of marijuana and marijuana products as well as impairment by marijuana is prohibited by this Policy in the workplace, on Company owned or leased premises, while in Company-provided vehicles, while working and during the hours of employment, even in jurisdictions that have approved the use of these substances for medical and/or adult recreational purposes. Additionally, the Company reserves the right to take adverse employment action based on a verified confirmed positive drug test for marijuana to the fullest extent permitted by law, and in no circumstances will marijuana use that is legal under state or local law excuse such a result on a DOT or DOD mandated drug test (employees who are covered by such DOT or DOD drug/alcohol regulations are further strictly prohibited from using any marijuana, including medical marijuana, in any form).

Please note that some so-called or labeled “CBD” or “low THC” products may constitute “marijuana” under the federal Controlled Substances Act (CSA) and therefore such products continue to be federally illegal. The impairment prohibitions of this Policy also apply to use of such products, and if an employee receives a positive test result for marijuana caused by such CBD or low THC product use, Waste Connections reserves the right to take adverse employment action to the fullest extent permitted by law.

However, notwithstanding any other provisions of this Policy and subject to DOT mandates and any other state law exclusions from protection:

- the Company will not discriminate against an individual using medical marijuana in accordance with state/local law on the basis of that status;
- the Company will fulfill all interactive dialogue and reasonable accommodation obligations with respect to medical marijuana users as may be required under applicable law; and
- the Company will fully comply with, if any, employment law protections for use of lawful products for away-from-work marijuana use, provided: (a) that the marijuana use, possession and impairment provisions of this Policy have not otherwise been violated; and (b) the Company reserves the right to take adverse employment action on the basis of a verified confirmed positive marijuana test result caused by such use to the fullest extent permitted by law.
- Please also refer to the marijuana provisions of Part III.C. of this Policy, “Prescription Medications & Other Products.”
- The possession of paraphernalia that may be used in connection with illegal drug activity is also prohibited on Company premises or while the individual is representing Waste Connections. “Paraphernalia” may include, for example, material, equipment, or items used or designed for use in testing, packaging, storing, injecting, ingesting, inhaling, or otherwise introducing into the human body an illegal drug.
- This policy does not prohibit employees from the lawful use and possession of prescribed or over-the-counter medications. See the section on Prescription Medications, below.

ALCOHOL

Waste Connections prohibits the use or possession of alcohol while working. “Working” includes, but is not limited to, during a scheduled work day, including meal or break periods; while on-call; and while operating a Waste Connections- provided vehicle.

The use or abuse of alcohol off the job that impairs performance on the job may subject the employee to disciplinary action. For example, individuals who drive for their jobs whose driving privileges are limited because they have violated laws against the use of alcohol while operating a motor vehicle may be subject to termination. Similarly, safety-sensitive employees and/or

CDL holders' job qualifications or performance may be impaired by off-duty alcohol use if such use leads to an arrest or detention by authorities, even if the employee's driving privileges have not yet been legally limited; at the Company's discretion, such employees may be subject to discipline and/or return-to-work limitations and requirements. Waste Connections requires any employee whose job responsibilities include driving to report if he or she is arrested, charged and/or convicted of alcohol-related misconduct. Reports must be made within 24 hours or before the employee reports to work, whichever is sooner, and should be directed to the Regional Human Resources Manager. Arrests, charges and/or convictions will not necessarily affect an individual's employment with Waste Connections; however, misleading the Company about, or failure to report, such arrests or convictions will be considered an integrity issue, and may lead to discipline, up to and including termination.

Employees are prohibited from working with alcohol in their systems. A confirmation test showing the presence of .02 percent or more alcohol in an individual's system is considered proof that the individual has violated this Policy.

On occasion, Waste Connections will authorize the use of alcohol at Company- sponsored or approved functions. Employees are neither required nor encouraged to consume alcohol at such functions and the decision to do so, if any, is up to each employee. Employees who voluntarily choose to drink alcohol at such functions are expected to exercise good judgment and to refrain from becoming intoxicated or impaired. Regulated drivers must not consume alcohol within four hours of a scheduled work period regardless of this Policy, and no employee should consume alcohol if he or she is expected to return to work performing safety-sensitive functions such as driving or operating machinery. At all times all other Company policies continue to apply at such functions, including workplace violence and anti- harassment policies, and in no event may any minors in attendance at such functions consume alcohol. Use of alcohol pursuant to this exception will not excuse a positive alcohol test conducted under this or the Waste Connections DOT Drivers' Substance Abuse Policy or any DOD drug/alcohol policy.

PRESCRIPTION MEDICATIONS & OTHER PRODUCTS

When a qualified healthcare provider prescribes the use of prescription or over-the-counter drugs, or when over-the-counter drugs bear warnings about side effects that may affect job performance, each employee is required to ask his or her health care provider whether such drugs may adversely affect the ability to safely perform assigned duties, and/or consult the package dosing instructions and warnings regarding possible impairment while using the medication.

An employee must advise his or her immediate supervisor prior to reporting for work if he or she is taking a medication that may adversely affect the employee's ability to perform his or her assigned duties safely. The employee need not identify the medicine used or the condition being treated unless asked to do so by a Human Resources professional (for purposes of evaluating the employee's fitness for duty, benefits eligibility, and possible job accommodations). If there is any question concerning the employee's ability to perform safely,

the employee will be assigned other work, if, in the sole discretion of management, such duties are appropriate and available, or the employee will be provided transportation home.

The use of marijuana and marijuana products are prohibited by federal law, and therefore, the use and possession of these products is inconsistent with Waste Connection's Substance Abuse Policies, even where used pursuant to a state- approved medical marijuana program. Waste Connections will accommodate individuals who participate in medical marijuana programs only to the extent required by law, while keeping our #1 value of safety at the forefront. Under no circumstances, however, will Waste Connections permit the possession or use of marijuana or marijuana products on work premises or during work time, nor will we tolerate work-related impairment.

Similarly, the possession or use of products and medicines acquired outside the United States which are unlawful to use in or import to the United States will not excuse a violation of Waste Connections' substance abuse rules.

Information regarding an employee's health condition and/or legitimate use of medications will be treated as confidential and shared within the Company only on a need-to-know basis.

Safety is our priority. A failure to investigate and observe warnings about the effects of any medication on the individual's ability to perform safely will subject the individual to discipline, up to and including termination.

DISCIPLINE

Employees in violation of this policy may be subject to discipline, up to and including termination, even for a first offense. Job applicants in violation of this Policy (e.g., failing or refusing a pre-employment drug test) will not be hired. Contractors and vendors who violate this Policy will be removed from the premises and may be prohibited from performing work for Waste Connections.

At its option, or where required by law, Waste Connections may offer an employee who has violated this Policy continued employment subject to certain conditions as may be, e.g., reflected in a continuing work agreement such as a Last Chance or Return-to-Work Agreement. Such agreements may include an employee commitment to submit to an evaluation by a substance abuse professional (SAP) and participate in and complete successfully any SAP-prescribed and approved drug or alcohol abuse assistance program, as well as return to duty and/or unannounced follow-up drug/alcohol testing as conditions of continued employment.

EMPLOYEE ASSISTANCE RESOURCES

Waste Connections encourages employees to seek assistance with drug and/or alcohol concerns and will assist and support employees in locating services and rehabilitation programs that emphasize education, prevention, counseling, and treatment.

Waste Connections encourages employees who may have concerns about substance abuse to seek assistance before the employee violates this or another Waste Connections policy, resulting in disciplinary action. An employee's decision to seek help voluntarily (before the individual is asked to submit to a drug or alcohol test, tests positive, and/or before the individual becomes the focus of an investigation involving possible violations of this Policy) will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. Please be aware, however, that a decision to seek treatment can neither absolve nor protect individuals from the consequences of failing to meet performance expectations or for engaging in policy violations. Waste Connections urges employees to seek assistance before substance abuse problems affect job performance.

A person's decision to seek help will be treated as confidential and communicated only to those Waste Connections employees and agents with a need to know.

Waste Connections offers employees (and their dependents) access to an Employee Assistance Program ("EAP"). The EAP can provide confidential assistance with alcohol or drug concerns, including an evaluation for substance abuse dependence and referral to education and/or rehabilitative services, when appropriate. Employees' health insurance may cover a portion of the costs of treatment. Moreover, employees may be eligible for a leave of absence to participate in such a program. Employees may contact their Human Resources representative for information on employee benefits eligibility or may access information on the Company's intranet website via the Human Resources / Benefits page, or you may wish to call the Benefits Department at 855-929-6236.

Employees may be, subject to law, asked to sign a continuing work agreement such as a Return-to-Work Agreement which will be tailored to the individual's circumstances. After the employee's substance abuse or treatment professional, if any, has released the employee to return to work, the employee may be required to take and pass a return-to-work drug and/or alcohol test before resuming work. In addition, the employee may be required to submit to unannounced follow-up drug and/or alcohol tests.

FEDERAL DRUG-FREE WORKPLACE ACT COMPLIANCE

Waste Connections operations are sometimes subject to the requirements of the federal Drug-Free Workplace Act of 1988 by virtue of the Company's contracts with the United States government, and may be subject to similar state laws in certain jurisdictions. As part of its program to comply with those laws (if applicable), in addition to the illegal drug prohibitions of this Policy, Waste Connections has implemented the following specific policies:

Waste Connections Lone Star, Inc. (“Contractor”) offers the following items to be incorporated in a contract and as exceptions to the **Request for Proposals for Solid Waste and Recycling Services #2025-01** (“RFP”) issued by the **City of Alvarado, Texas** (the “City”). These items are intended to identify areas of concern and remain negotiable. We appreciate your consideration and welcome the opportunity to work with you on reaching agreeable terms. Unless defined herein, capitalized terms shall have the meanings set forth in the RFP.

EXCEPTIONS TO RFP

- Contractor takes exception to the City’s ability to unilaterally change the franchise fee.
- If a performance bond is required, Contractor requests that it be issued on annually renewable terms.
- Contractor takes exception with indemnifying the City from patent or copyright infringement claims. Such indemnification is unrelated to the services provided by Contractor.
- Contractor takes exception to the “prices held firm” provision in section “T” of the RFP. Contractor formulates its pricing based on the unique needs, location, and characteristics of each of its municipal customers. Contractor cannot, therefore, offer any preferred or “most favored nation” pricing to the City.
- Contractor takes exception to the indemnification obligations stated in sections 5.00 and 5.01 of the terms and conditions. Contractor agrees to indemnify the City only to the extent a claim arises from Contractor’s negligence or willful misconduct. Contractor does not agree to indemnify the City for its own negligence, whether contributory or sole.
- Contractor takes exception to the insurance requirements. Contractor agrees to provide the required insurance coverage and name the City as an additional insured only for the term of the Agreement. Contractor shall be permitted to apply the limits of its umbrella or excess liability coverage to meet the minimum coverage requirements stated in the Agreement. Further, Contractor does not agree to provide professional errors and omissions insurance coverage because such insurance is not applicable to Contractor’s services. Contractor does not agree to provide the City with a copy of its insurance policies.
- In addition to the terms set forth in the RFP, Contractor seeks inclusion of the following provisions in the contract between the City and Contractor:
 1. The City hereby grants the exclusive right and privilege to Contractor to perform all of the services set forth in the RFP. The City may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.
 2. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

3. Customers must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any customer fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.
4. Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.
5. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer (excluding normal wear and tear), the customer will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
6. Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers shall have care, custody and control of the equipment while at the service locations. Customers shall use the equipment only for its proper and intended purpose. Customers shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customers shall pay additional charges each time that a container is overloaded (by weight or volume). Customers must provide unobstructed access to the equipment on the scheduled collection day. The word "equipment" as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.
7. Notwithstanding anything herein to the contrary, Contractor may pass through and the customers shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).
8. If either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice.
9. Contractor shall not be liable for its failure to perform or delay in its performance hereunder due to Contractor's inability to access a container, and such failure shall not constitute a breach under this Agreement.
10. Contractors take exception to the CPI cap of 3%, this can be negotiated.



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:

Consideration and action to approve the reallocation of funds designated for the 2025 Pecan Orchard Festival, in the amount of \$9,000, towards upcoming community events.

BACKGROUND AND FINDINGS:

As part of the approved FY2025 Budget, \$16,000 was allotted for the Pecan Orchard festival. This event was tentatively scheduled for spring 2025, but staff is requesting to redirect approximately \$9,000 in funds from the Pecan Orchard Festival to support other community events in 2025:

1. **Alvarado Irish Fest:** Due to heightened interest from eventgoers all around the Dallas-Fort Worth (DFW) metroplex, an additional \$3,500 is being requested to enhance the event. The additional funds will cover the cost of golf cart rentals, security guards, and the rental of an industrial battery powered generator. \$45,000 was initially budgeted.
2. **Pecan Orchard Summer Movie Series:** Staff is seeking \$1,500 to fund three relatively inexpensive outdoor movie events in June, July, and August, maximizing the opportunity to utilize Pecan Orchard on multiple occasions.
3. **Fall Festival and Weenie Dog Race:** Staff is requesting \$4,000 to cover early expenses (deposits) for key event elements such as a hay maze, face painting, caricatures, musicians, and race supplies, for the event scheduled on October 18, 2025.

FINANCIAL IMPACT:

The \$9,000 of reallocated funds is budgeted as part of funds allotted for the 2025 Pecan Orchard Festival.

RECOMMENDATION:

Staff recommends that the City Council approve the reallocation of \$9,000 of funds designated for the 2025 Pecan Orchard Festival towards upcoming community events.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Hillary Cromer

AGENDA ITEMS

Second public reading of Resolution No. R2025-0008 regarding a Food Truck Incubator program and guidelines.

Consideration and action to approve Resolution No. R2025-0008, approving the Alvarado Food Truck Incubator program and guidelines, including credit and criminal background check; and providing an effective date.

BACKGROUND & FINDINGS

The Alvarado Economic Development Corporation (EDC) approved the Food Truck Incubator Program and held a public hearing on March 13, 2025, and the City Council completed the first reading of the resolution. This meeting serves as the second reading of the resolution and consideration for approval of the program.

This initiative provides aspiring food entrepreneurs an opportunity to test and develop their business concepts without the high upfront costs of purchasing a food truck. The program supports the EDC's goals of small business growth, economic development, and community engagement while **enhancing Alvarado's local dining scene**.

Program Benefits to the City

The Food Truck Incubator Program serves as an economic development tool by:

- **Stimulating Local Commerce** – Food trucks create opportunities for both direct revenue generation and spillover spending at nearby businesses, helping strengthen the local economy.
- **Enhancing Community Engagement** – A diverse and dynamic food scene attracts residents and visitors, making Alvarado a more appealing destination for both consumers and potential investors.
- **Encouraging Small Business Growth** – Providing entrepreneurs with the necessary resources and mentorship reduces failure rates and helps transition temporary vendors into permanent business owners who may later establish their own food truck or a brick-and-mortar locations within the city.
- **Increasing Sales Tax Revenue** – As food truck businesses operate and grow, they contribute to the city's overall sales tax revenue, further supporting municipal services and infrastructure.
- **Supporting Downtown and Event Activation** – The program encourages mobile food vendors to participate in city-sponsored events, boosting attendance and increasing overall engagement in community activities.

Program Overview

- **Duration** – Up to 180 days (initial 90-day trial).
- **Participation Fee** – \$500 per month.
- **Legal Agreement** – Drafted by the city attorney to protect the City and EDC.

Eligibility & Selection

- **Applicants must** present a viable food business concept and demonstrate financial capability.
- **Selection Process**
 - Submit a business plan, financial strategy, and marketing approach.
 - Finalists present to the EDC Board.
 - One participant per cycle for focused support.

Financial Impact

The EDC has allocated \$65,000 for the program, including the purchase of a food truck. If the cost of the food truck exceeds \$25,000, the Economic Development Director will seek Board and City Council approval before purchase. Entrepreneurs will contribute \$500/month in rental fees.

RECOMMENDATION

Second Reading of the Food Truck Incubator Program Resolution No. R2025-0008.

Consider and Approve Resolution No. R2025-0008, approving the Alvarado Food Truck Incubator Program and guidelines, including credit and criminal background check; and providing an effective date.

MANAGEMENT REVIEW

Paul DeBuff, City Manager

ATTACHMENTS

Food Truck Program Guidelines & Application

RESOLUTION NO. R2025-0008

**A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, APPROVING
THE ALVARADO FOOD TRUCK INCUBATOR PROGRAM; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Alvarado (“City”) is a home rule municipality operating under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Alvarado Economic Development Corporation adopted the Alvarado Food Truck Incubator Program Guidelines and Application (the “Program”) dated January 27, 2025, attached hereto as **Exhibit A** and incorporated herein by reference, to support small business entrepreneurs and aspiring food truck owners by providing them with an opportunity to test their menus without the initial cost of purchasing a food truck and related expenses, with the aim of building a local food truck community; and

WHEREAS, upon full review and consideration of the Program, and all matters attendant and related thereto, the City Council is of the opinion that the Program should be approved.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF ALVARADO, TEXAS, THAT:**

SECTION 1.

The Alvarado Food Truck Incubator Program Guidelines and Application dated January 27, 2025 attached hereto as **Exhibit A** is found to be in the best interest of the City of Alvarado and its citizens and is approved.

SECTION 2.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED ON THIS THE 17th DAY OF March, 2025.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary

EXHIBIT “A”

Alvarado Food Truck Incubator Program
Guidelines and Application
January 27, 2024



INTRODUCTION

The Alvarado Economic Development Corporation (EDC) is excited to announce the launch of the Alvarado Food Truck Incubator Program. This initiative is designed to support small business entrepreneurs and aspiring food truck owners by providing them with an opportunity to test their menus without the initial cost of purchasing a food truck and related expenses. By fostering entrepreneurial spirit and innovation, the Alvarado EDC aims to build a vibrant local food truck community.

OBJECTIVE

To provide aspiring entrepreneurs with an opportunity to test and develop their food business ideas in a supportive and structured environment.

Please return completed application with necessary attachments and signature to:

City of Alvarado
Economic Development Corporation
104 West College Street
Alvarado, TX 76009

If you have any application questions, please contact the Director of Economic Development at (817) 790-3351, extension 123 or email at econdev@cityofalvarado.org

APPLICATION AND SELECTION

Eligibility:

- Applicants must demonstrate a viable food business concept.
- Applicants must provide proof of adequate financial resources to sustain operations.

Application Process:

Interested individuals must submit an application on page 4 outlining their business concept, menu ideas, and vision for their food truck.

Selection Criteria:

Applications will be evaluated based on creativity, feasibility, and potential impact on the local community. Additional selection criteria may include:

Number of Participants:

Only one entrepreneur will be selected each cycle to ensure personalized support and access to resources.

PROGRAM DETAILS

Duration: Entrepreneurs may use the food truck for up to 180 days, with an initial 90-day trial period.

Fees: Participants are required to pay \$500 per month during the program.

Insurance: Participants must secure liability insurance with coverage of up to \$1 million.

Business Plan Presentation: Top applicants will be required to present their business plan to the EDC Board during the selection process.

Legal Review: The City Attorney will review all program documents and draft a formal agreement between the EDC and the selected entrepreneurs.

PROGRAM BENEFITS

Support Provided:

- Use of a fully equipped food truck tailored for professional operations.
- Comprehensive marketing and promotional support to maximize visibility and reach.
- Personalized business coaching and mentorship throughout the program.
- Guidance and support for menu development to ensure culinary success.
- Reimbursement for the cost of obtaining a food handler's license.
- Exclusive opportunities to operate the food truck at designated city events, including fairs and festivals, with an annual event schedule provided upon selection.
- Access to pre-approved locations for consistent food truck operations.

PROGRAM RULES AND REQUIREMENTS

1. **Geographic Restriction:**
Entrepreneurs are required to operate the food truck within Alvarado, Texas, for a duration specified upon selection.
2. **Ownership:**
The food truck remains the property of Alvarado EDC and must be returned in the same condition at the end of the program.
3. **Compliance:**
Participants must comply with all local health and safety regulations and maintain a high standard of food quality and service.
4. **Insurance Requirement:**
Entrepreneurs are required to obtain liability insurance for the program duration.
5. **End-of-Program Reporting:**
Participants must submit a report at the end of the program detailing their experience, challenges faced, and future plans.

Application Process:

1. Submit a completed application form, including:
 - Business concept overview
 - Financial plan
 - Marketing strategy
2. Participate in an interview and business plan presentation.
3. Await selection and formal agreement signing.

Evaluation Criteria:

1. Feasibility and innovation of the business concept.
2. Strength and viability of the business plan.
3. Entrepreneur's commitment and ability to fulfill program requirements.

The Alvarado Food Truck Incubator Program is a unique opportunity for aspiring entrepreneurs to gain hands-on experience and test their food truck business concepts in a supportive environment. By providing access to resources and expertise, the Alvarado EDC is committed to fostering entrepreneurship and enhancing the local food scene. We invite interested individuals to apply and take the first step towards realizing their culinary dreams.

Application

Please return the completed application with necessary attachments and signature to Alvarado Economic Development Office, 104 West College Street, Alvarado TX 76009. If you have any application questions, please contact the Director of Economic Development Director at (817) 790-3351, extension 123 or email at cromerh@cityofalvarado.org

Applicant Name:	Date
Business Name:	
Mailing Address:	
Contact Phone:	
Email Address:	
Business Concept	
What items do you plan to include on your menu?	
What's your vision for your foot truck?	

Applicant Signature

Date

Applicant Signature

Date



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Hillary Cromer

AGENDA ITEM

Presentation and Discussion of the Historic Downtown Alvarado Art Contest.

BACKGROUND & FINDINGS

The Alvarado Economic Development Corporation (AEDC) is hosting an art contest to inspire the design of the first-ever mural in Historic Downtown Alvarado. This initiative provides a unique opportunity for local artists to contribute to the beautification of the city while showcasing their creativity.

The primary goal of the contest is to engage the community in generating ideas and inspiration for the EDC Board's mural project. While winning designs will serve as inspiration, the final mural may be adapted or modified by a professional muralist.

CONTEST DETAILS

Submission Deadline:

- Monday, March 31, 2025, by 12:00 PM (Noon)

Eligibility:

- Open to all artists, regardless of age or experience.
- Submissions must be original and created by the entrant.
- Entries should reflect the theme of Historic Downtown Alvarado, highlighting its cultural, historical, or community significance.

Submission Guidelines:

- Physical Submissions: Drop off at Alvarado City Hall, 104 W. College St., Alvarado, TX, by noon on March 31.
- Digital Submissions: (email or online form)
- Artists may submit one entry each.
- A short description (150 words max) explaining the concept behind the design is encouraged.

Judging Criteria:

1. **Creativity & Originality** – Unique interpretation of the theme.
2. **Relevance to Historic Downtown Alvarado** – Connection to the city’s heritage and culture.
3. **Feasibility for a Mural** – Suitability for large-scale artwork.
4. **Overall Artistic Quality** – Aesthetic appeal and technique.

Winner Announcement:

- Winners will be notified via phone or email and publicly announced in April 2025 (details on the public announcement will follow).

Additional Information:

- The winning designs will serve as inspiration for the final mural. The AEDC will work with a professional muralist to create the final design using the Art Contest submissions as inspiration.
- By entering, participants grant AEDC permission to display and share their work in promotional materials.

FINANCIAL IMPACT

The AEDC will award the following cash prizes:

- **1st Place:** \$200
- **2nd Place:** \$100
- **3rd Place:** \$50

NEXT STEPS

- Continue promotion and outreach to encourage participation.
- Coordinate with judges (EDC board members) for the selection process.
- Plan the public announcement and recognition of winners.
- Issue a Request for Qualifications (RFQ) to identify and hire a professional muralist for project execution.

MANAGEMENT REVIEW

Paul DeBuff, City Manager

ATTACHMENTS

- **Art Contest Flyer**

ART CONTEST

Alvarado Economic
Development Corporation



Prizes:

- 1st Place: \$200
- 2nd Place: \$100
- 3rd Place: \$50

ENTRIES MUST BE SUBMITTED IN-PERSON OR BY EMAIL BY NOON ON

3.31.2025



The goal of this art contest is to inspire the design of the first-ever mural in Historic Downtown Alvarado! Scan the QR code above for details.

QUESTIONS? WWW.CITYOFALVARADO.ORG/ARTCONTEST | CROMERH@CITYOFALVARADO.ORG

**Disclaimer: This flyer is being distributed as a courtesy by Alvarado ISD for the convenience of its patrons. However, the district does not necessarily endorse the program nor assume any liability in connection with it.*



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:

Consideration and action to approve the reallocation of Hotel Occupancy Tax (HOT) funds designated for the Pecan Orchard Festival, in the amount of \$9,000, towards upcoming community events.

BACKGROUND AND FINDINGS:

As part of the FY2025 Budget, staff requested \$15,000 for the Pecan Orchard festival. This event was tentatively scheduled for spring 2025 but staff is requesting to redirect approximately \$9,000 of these Hotel Occupancy Tax (HOT) funds from the Pecan Orchard Festival to support these additional community events in 2025:

1. **Alvarado Irish Fest:** Due to heightened interest from eventgoers all around the Dallas-Fort Worth metroplex, an additional \$3,500 is being requested to enhance the event. This will cover golf cart rentals, security guards, and a battery-powered industrial generator rental. A total of \$45,000 was initially budgeted.
2. **Pecan Orchard Summer Movie Series:** Staff is seeking \$1,500 to fund three relatively inexpensive outdoor movie events in June, July, and August, maximizing the opportunity to utilize Pecan Orchard on multiple occasions.
3. **Fall Festival and Weenie Dog Race:** Staff is requesting \$4,000 for early expenses (deposits) for key event elements such as a hay maze, face painting, caricatures, musicians, and race supplies for the event scheduled on October 18, 2025.

FINANCIAL IMPACT:

The \$9,000 of reallocated funds is budgeted, as part of HOT funds allotted for the 2025 Pecan Orchard Festival.

RECOMMENDATION:

Staff recommends that the City Council approve the reallocation of \$9,000 of Hotel Occupancy Tax (HOT) funds designated for the Pecan Orchard Festival towards upcoming community events.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Laura Cox, Chief Financial Officer

AGENDA ITEM:

Consideration and action to approve Ordinance No. 2025-0008, approving and adopting a revised budget for the City for FY 2023-2024 providing that expenditures for said fiscal year shall be made in accordance with said budget; and providing an effective date.

BACKGROUND AND FINDINGS:

This ordinance is being recommended to appropriate funds in the amounts \$382,375 in the General Fund and \$179,126 in the Hotel Occupancy Fund for the purchase of two properties. The contract to execute the purchase of 609 N. Parkway was approved at the May 20, 2024 City Council meeting. The contract to execute the purchase of 310 W. Atchley was approved at the April 15, 2024 City Council meeting.

FINANCIAL IMPACT:

Amend the FY 2023-2024 General Fund budget by decreasing the General Fund unreserved fund balance in the amount of \$382,375 as follows:

Account	Department	Account Name	Amount
01-5103-550	Non-departmental	Capital Outlay	\$382,375
		TOTAL	\$382,375

Amend the FY 2023-2024 Hotel Occupancy Fund budget by decreasing the Hotel Occupancy Fund unreserved fund balance in the amount of \$179,126 as follows:

Account	Department	Account Name	Amount
05-5101-550	Administration	Capital Outlay	\$179,126
		TOTAL	\$179,126

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Proposed Ordinance No. 2025-0008, including Exhibit A

ORDINANCE NO. 2025-0008

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, APPROVING AND ADOPTING A REVISED BUDGET FOR THE CITY FOR FISCAL YEAR OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024, PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, after notice and a public hearing, adopted the budget for the fiscal year of October 1, 2023 to September 30, 2024; and

WHEREAS, the City Council, in accordance with Section 102.010, TEX. LOC. GOV'T CODE, desires to make certain changes in the budget for unanticipated municipal projects and purposes; and

WHEREAS, the City Council finds that the revised budget is in the best interest of the municipal taxpayers;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS:

SECTION 1.

That the budget, as amended and approved by the City Council, which is attached to this ordinance as Exhibit A, and made a part thereof for all purposes, is hereby adopted and approved by the City Council. All aspects of the budget for the fiscal period beginning October 1, 2023 and ending September 30, 2024 not amended pursuant to this Ordinance are hereby ratified.

SECTION 2.

This Ordinance shall be in full force and effect from and after its adoption.

CITY OF ALVARADO, TEXAS

By:

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary/ HRD

CITY OF ALVARADO
GENERAL FUND
FY 2023-24 ORIGINAL AND REVISED BUDGET

CATEGORY	FY 2023-24 ORIGINAL BUDGET	FY 2023-24 BUDGET AMENDMENTS	FY 2023-24 REVISED BUDGET
Expenditures:			
General Government:			
Administration	463,256	-	463,256
Community Development	520,131	-	520,131
Non-Departmental	936,045	382,375	1,318,420
City Secretary	165,633	-	165,633
Human Resources	90,105	-	90,105
Finance	364,921	-	364,921
Public Safety:			
Police	2,843,675	-	2,843,675
Police CVE	268,111	-	268,111
Municipal Court	369,865	-	369,865
Fire	2,638,668	-	2,638,668
Animal Control	239,215	-	239,215
City Marshal	78,560	-	78,560
Public Safety:			
Streets & Drainage	144,602	-	144,602
Culture & Recreation:			
Library	183,742	-	183,742
Senior Services	38,187	-	38,187
Park Maintenance	380,601	-	380,601
Total Expenditures	9,725,317	382,375	10,107,692
Net Change in Fund Balance	(59,407)	(382,375)	(441,782)
Fund Balance at Beginning of Year	8,422,997	8,422,997	8,422,997
Fund Balance at End of Year	\$ 8,363,590	\$ 8,040,622	\$ 7,981,215

* Unaudited - information subject to change

CITY OF ALVARADO
HOTEL OCCUPANCY TAX FUND
FY 2023-24 ORIGINAL AND REVISED BUDGET

CATEGORY	FY 2023-24 ORIGINAL BUDGET	FY 2023-24 BUDGET AMENDMENTS	FY 2023-24 REVISED BUDGET
Expenditures:			
General Government:			
Administration	489,360	179,126	668,486
Total Expenditures	489,360	179,126	668,486
Net Change in Fund Balance	(94,360)	(179,126)	(273,486)
Fund Balance at Beginning of Year	1,125,680	1,125,680	1,125,680
Fund Balance at End of Year	\$ 1,031,320	\$ 946,554	\$ 852,194

* Unaudited - information subject to change



City Council Meeting Management Report

Meeting Date: March 13, 2025

Contact: Justin French, Community Development Director

AGENDA ITEM:

Discuss and identify possible venues for the Community Forum of Comprehensive Plan in the Resilient Communities Program grant project.

BACKGROUND & FINDINGS:

On October 16, 2023, the City Council authorized the City Manager to enter into an agreement with the GLO for the awarding of a Resilient Communities Program grant not to exceed \$300,000, payable as reimbursements of allowable expenses, under the U.S. Department of Housing and Urban Development's CDBG-MIT.

On November 18, 2024, the City Council approved Resolution No. R2024-0023 of the City of Alvarado, Texas, authorizing a professional service with LJA for the management of the Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program grant through the Texas General Land Office (GLO), while also retaining other elements with the cost to the City of \$75,000.

On January 10, 2025, the professional service agreement with LJA for the RCP grant project was executed and work on the project commenced immediately. Within this agreement, LJA will conduct a Community Forum as part of the planning process to create the new comprehensive plan for the City of Alvarado.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Consider nomination and potentially vote on a venue at the Community Forum will be held for the preparation of the City's new comprehensive plan.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

NA



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Anthony Tucker

AGENDA ITEM:

Consideration and action to approve the purchase, design, and installation of solar lighting on the Parkway Park pickleball court.

BACKGROUND & FINDINGS:

Solar lights will cost the city less than expected, reducing installation and ongoing power costs. They will be maintenance-free for over 10 years and have an 8-year non-prorated warranty, including parts and labor.

FINANCIAL IMPACT

Funds are budgeted, allocated, and available.

RECOMMENDATION:

Staff recommends approving solar lighting on the Pickleball court in Parkway Park, with a Black color scheme on the Essential Fixture, and having it professionally installed.

Parks Advisory Board suggests the black color scheme on the Essential Fixture.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

APPLICATION DESIGN

Parkway Pickleball Court Alvarado, TX



Project Number:

G8887

Date:

2/4/2025

Written by:

Susan Abraham

Version :

A

The global leader in solar lighting

Fonroche Lighting America is proud to be part of Fonroche Lighting, the global leader in off-grid solar street lighting. The deep resources and broader scope of an established market leader lets us take solar lighting even further, from the State Treasury in Salem, Oregon to the West African Republic of Senegal. Over 150,000 Fonroche SmartLight systems have been deployed worldwide.

With five offices in the USA and installations across the country, Fonroche is never far away. Some solution providers enter the solar lighting market—then move on. We're a reliable partner that sticks around. You get the responsive support and smart answers that you need now—and the confidence that we'll be here for you far in the future. And we can take on projects of any size, from local to national. That's why so many municipalities, military and federal facilities, tribes, commercial properties, and developers trust us to deliver the full promise of solar lighting.



The **3** key benefits for your project

- OFF-GRID

100% solar, not connected to the utility grid. No outages.

365 nights of light a year – guaranteed.

- POWERFUL

Powerful illumination, on a par with grid-connected systems.

- COST-EFFICIENT

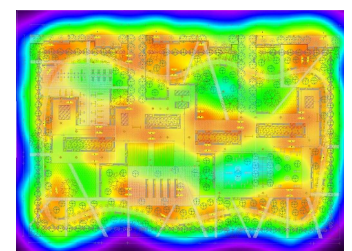
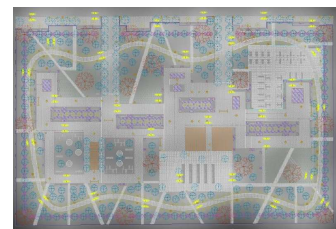
No maintenance for the first 10 years. Rapid installation. No operating costs.

Feasibility of your solar lighting project

To guarantee powerful, cost-effective off-grid lighting, Fonroche operates its own **design offices**.

We assess the feasibility of each project in four stages:

1. First, we define your **lighting requirements**.
2. Next, we analyze the last 10 years of **local weather data** to determine how much energy our PV panels will generate.
3. On this basis, we **calculate** what size and how many products we need to install.
4. Finally, our sales team draws up a **cost estimate**.



1 Project = 1 Study



1



10-Year Analysis of local weather data

We use the **PVsyst** software suite and **Meteonorm** historical time series irradiation data to calculate the real-world operating conditions — orientation and tilt angle of the panel, shadow, etc. — and external parameters, such as direct and diffuse irradiation, temperature and the solar calendar.

2



Simulation of product(s) over a typical year

Our teams have developed a solar sizing software application, which we use to determine which products will best meet your needs. We then simulate how these products operate over a typical year, based on the average conditions for **the last decade**.

3



Sizing the project to your needs

We use a set of key criteria to optimally specify your project:

- Average battery charge level over the year
- Minimum charge level
- Comparative analysis of energy generated by the panel vs. energy used by the system
- Worst-case scenario (lowest irradiation, longest night)

4



Results

Based on our experience, we propose the **optimal solution** in terms of lighting **performance** and **cost effectiveness**.

Autonomy of
365
nights of lighting /year

SMARTLIGHT SYSTEM CONFIGURATION



Non pro-rated

Project-Specific System Specifications

PHOTOVOLTAIC MODULE

PV panel power rating	310 Wp
PV panel tilt angle	10°



POWER 365: SMART STORAGE AND MANAGEMENT

Battery capacity (Must be NiMH)	1248 Wh
------------------------------------	---------



LED LIGHT UNIT

Lighting power	50 W nominal
LED light unit specification	4000K - 187 Lm/w



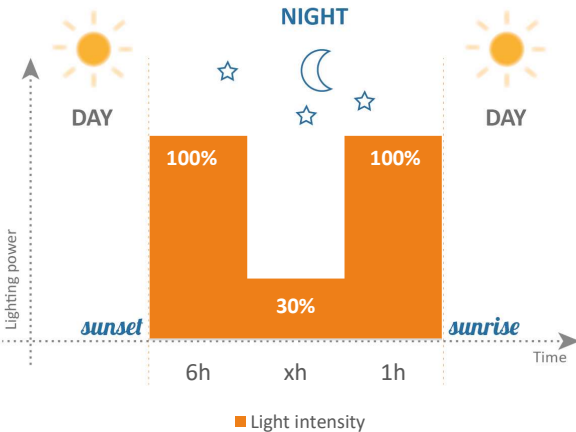
POLE & CROSSPIECE

Pole Height / Arm Length / Base type	20' / 4' / Direct Burial
Protective treatment	Powder Coated

POWER 365
Ultimate Solar Lighting Technology by Fonroche



Chosen lighting profile for your project



Photometric survey results

Zone	Average lighting level (fc)	Minimum	Uniformity (Avg/Min)	Spacing	Quantity
Parkway Pickleball Court	3.58	2.0	1.79	NA	2
TOTAL					2

Design Target :Maintaining brighter light with average fc above 3

Eco-friendly lighting

Choose Fonroche — and we will reduce your environmental footprint.

A standard streetlight consumes in average 80 W during 4200 h per year which represents 0.08x4200 x number of solar streetlight = X kWh of energy saving.



Once installed, solar lighting reduces
CO₂ emissions by 1kWh = 0.99 lbs CO₂
compared to a grid-connected installation. (<https://www.eia.gov/>)



Recycling our components

Long product service life and component recyclability are key aspects of Fonroche Lighting's environmental commitments. Our solar streetlights are over 90% recyclable.

Unlike lead-acid batteries, **NiMH batteries** do not contain any toxic chemicals. They are 98% recyclable — the nickel is extracted and used to make various materials, mostly stainless steel.

The **solar panels** have an extremely long service life. Even after 25 years, they will still be producing at least 80% of their initial peak power. So they can continue to be used. Alternatively, about 96% of their component materials can be recycled to make new panels.

PHOTOMETRIC STUDY

**Note: these results are only valid if the Smartlight PV panel is at an azimuth angle of zero degrees and is completely free of shadow.*

***These results are subject to change due to technological or regulatory advances. This technical report is valid for 60 days from the date you receive it.*

Parkway Pickleball Court

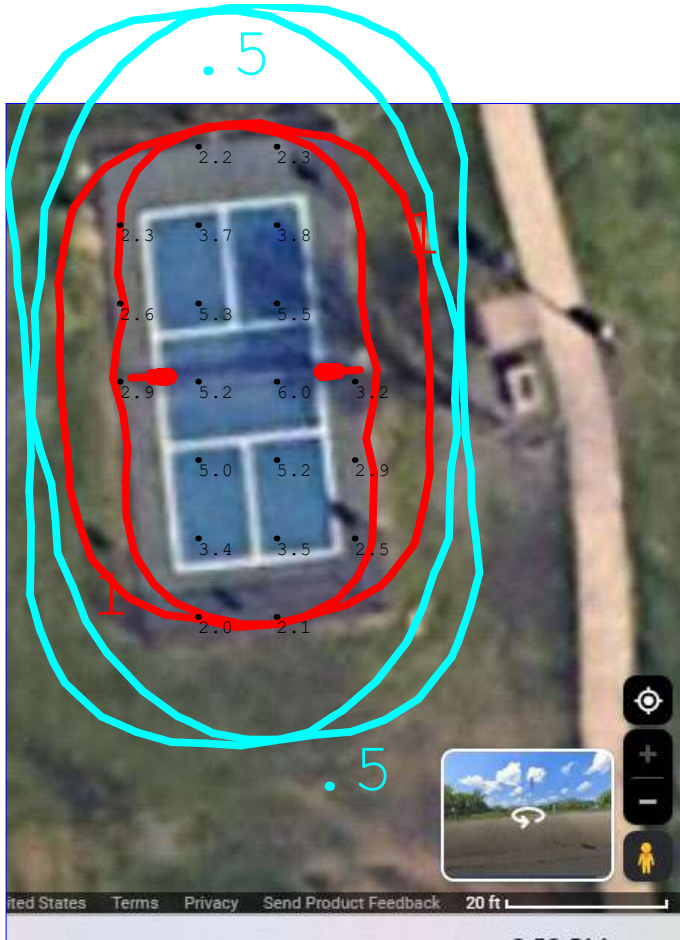


Lighting Plan RevA

Project Number: G8887

By: Susan Abraham
susan.abraham@fonroche.us
Date: 2/4/2025

8840 Cypress Waters Blvd
Coppell, TX 75019
Phone Number: (339) 225 4530
www.fonrochesolarlighting.com



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Luminaire Lumens	Luminaire Watts	Mounting Height	Arm
	2	T3-CK16B-4000K-47 W	SINGLE	0.900	8789	47	22	4.577

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
Parkway Pickleball Court	Illuminance	Fc	3.58	6.0	2.0	1.79	3.00	

Parkway Pickleball Court

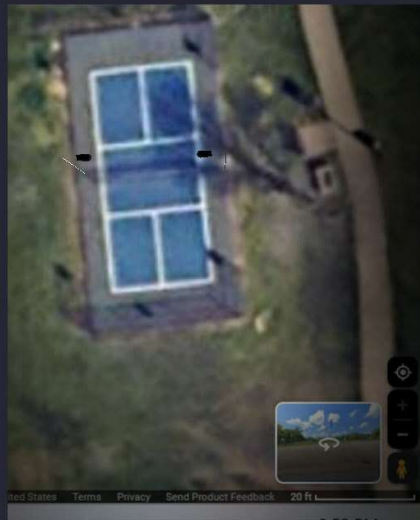


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Parkway Pickleball Court

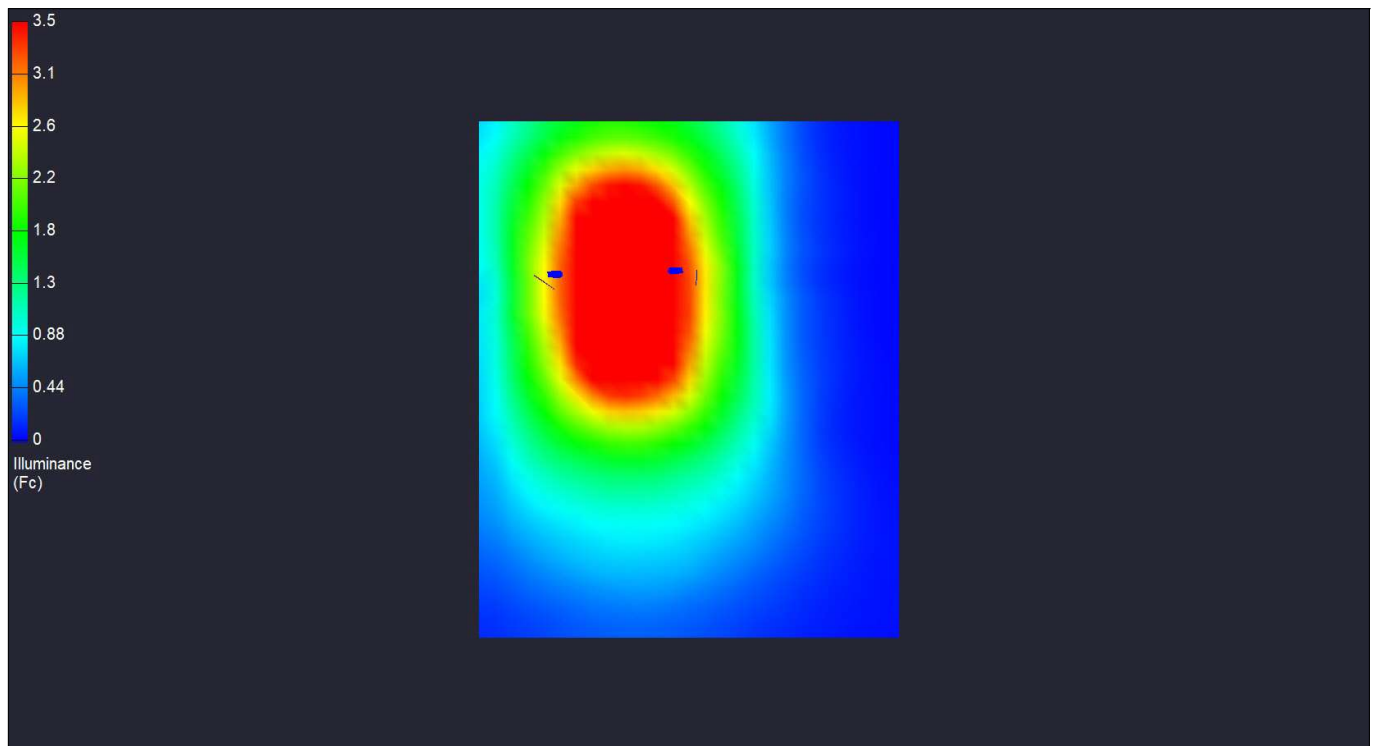


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A few examples





Solar lighting

Your commitment to sustainability

Contact us

Jessica Ellison

Municipal Sales Associate

P: (339) 225-4530 x220

E: jessica.ellison@Fonroche.US

FIND OUT MORE AT

www.FonrocheSolarLighting.com

FONROCHE LIGHTING AMERICA | 4900 David Strickland Road
Forest Hill, TX 76119 | USA
Telephone : 339-225-4530

		Contract ID	BUYBOARD CONTRACT NO. 725-24
Opportunity Owner	Jess Ellison	Quote Number	00084795
Payment Terms	100% Net 30 from Ship Date-contingent on credit approval	Quote Name	G8887-Alvarado TX - Parkway Pickleball Court-Rev A
Shipping Terms	Prices are FOB Origin	Quote Date	2/4/2025
		Quote Expiration Date	5/4/2025
		Est. Lead Time	4-6 Weeks
		Ship To Name	City of Alvarado, TX
		Ship To	United States

Shipping estimated; final cost determined on day of shipping and added to invoice.

Beware of Fraud: Any advance payment request will only be made on the basis of a proforma invoice sent by Fonroche Lighting America.

Fonroche Model Number	Fonroche Product Description	Price System	Quantity	Amount
[T54-CK16B-4K-T3] [P310F-4P]HW-MC Fixture Color: BK POLE: 20Ft. Round Tapered Pole-Direct Burial-1-4FT Arm --Pole Color: BK	SmartLight Assembly with 1248Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 310W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 4K Color Temp.-Type 3 Fixture Color: BK - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 20Ft. Round Tapered Pole-Direct Burial-1-4FT Arm --Pole Color is BK 8 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Assumes little or no snow 10 Degrees Tilt 100% =47 Watts worst case conditions.T-PM: 6 hrs. @100% T-N (Balance of night) @30% T-AM: 1 hrs. @100%	USD 4,965.00	2.00	USD 9,930.00
Total Line Items				USD 9,930.00
Shipping and Handling				USD 589.00
Quote Total				USD 10,519.00

This quotation is subject to the following terms and conditions

Seller's Terms and Conditions of Sale in effect on the date of this order shall apply to this quote and are hereby incorporated by reference. Seller's Terms and Conditions of Sale may be viewed at <https://www.fonrochesolarlighting.com/about-us/terms/>.

Pricing is based on Fonroche Lighting America's Standard Terms & Conditions and any additional terms stipulated herein. It is the Representative's responsibility to convey these terms to the customer. Without prior written approval from Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America is unable to recoup the difference in pricing from the end customer, it may deduct the difference from the representative's commission.



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Anthony Tucker

AGENDA ITEM:

Consideration and action to approve Parkway Park playground equipment design, color scheme, and expenditures.

BACKGROUND & FINDINGS:

Parkway playground enhancements have 4 options, with costs ranging from less than budget to over budget. The additional funds can be used from the savings on lighting. The cost ranges are due to the impact attenuation options.

FINANCIAL IMPACT

Funds are budgeted, allocated, and available.

RECOMMENDATION:

Staff recommends Turf Hybrid attenuation for playground enhancements for Parkway Park, as it stays within budget, with the Earthtone color scheme.

Parks Advisory Board suggests Complete Poured In Place attenuation with primary color scheme.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



ACCOUNT REP: James Bradshaw
james@playgroundboss.com
1-800-878-0320 ext. 107

QUOTE #: 021025-32269
DATE CREATED: 02-10-2025
Quote is valid for 30 days

PROJECT CONTACT

PROJECT CONTACT: Anthony Tucker
COMPANY: City Of Alvarado
ADDRESS: 600 S. Pkwy
Alvarado, TX 76009
EMAIL: tuckera@cityofalvarado.org
PHONE: 682-378-6942



SHIP TO / SITE CONTACT

SHIPPING / SITE CONTACT: Anthony Tucker
COMPANY: City Of Alvarado
SHIP TO ADDRESS: 101 S Pkwy Dr
Alvarado, TX 76009
EMAIL: tuckera@cityofalvarado.org
PHONE: 682-378-6942

COMMENTS AND SPECIAL INSTRUCTIONS: Price quoted for materials, installation and delivery only. Price excludes sitework, concrete, underground line location, permits, liftgates, & impact fees unless specifically noted below. Customer is responsible for any taxes that may apply. If order is cancelled a 25% restocking fee may be assessed

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
	Note Design layout provided to customer and installation team. Dumpster supplied by customer on site for spoils from installation.			
1	King Kong SKU: PGB-20231 Variants: COLOR SCHEME: Primary FREE SHIPPING - Age: 2 to 12, Child Capacity: 57, Play Activities: 14 Safety Use Zone: 46ft x 28ft INCLUDES FREE SAFETY SIGN <<< ITEM IS IN-STOCK AND AVAILABLE FOR IMMEDIATE DELIVERY >>>	\$ 72,068	\$36,034	\$ 36,034
1	Custom Shade Structure SKU: CUSTOMSHADE Variants: EAVE HEIGHT: 12 ft, SHADE COLOR: Royal Blue, POST COLOR: Black 4 Post HIP 401 Length 38 ft 0 in x Width 38 ft 0 in by 12 ft 0 in Entry	\$ 14,901		\$ 14,901
1	3.5 Arch Swing Frame 8ft - 2 Bay SKU: PGBASF-350802 Variants: SWING FRAME COLOR: Brick Red Age: 2 to 12, Child Capacity: 4, Play Activities: 1 Safety Use Zone: 36ft x 33ft	\$ 2,292		\$ 2,292
2	Belt Seat (BUNDLE) SKU: PGBS130-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 belt seat 2 chains 4 shackles 1 shackle key	\$ 153		\$ 306
1	ADA Swing Seat (BUNDLE) SKU: PGBS190-BUNDLE Variants: COLOR: Blue FREE SHIPPING - Commercial Grade ADA Swing seat. Bundle Includes 1 ADA, seat 2 chains 4 shackles	\$ 1,456		\$ 1,456
1	Bucket Seat (BUNDLE) SKU: PGBS100-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 bucket seat 2 chains 4 shackles 1 shackle key	\$ 307		\$ 307

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
3	Swing Mat SKU: PGBAPS-SwingMat Variants: COLOR: TBD 3 x 5 x 2, beveled edges. Waffle bottom construction. 115 pounds (each)	\$ 215		\$ 645
1	Sealed Drawings SKU: SEALDRAW Variants: COLOR: TBD Engineered Sealed Drawings	\$ 1,925		\$ 1,925
1	Permit SKU: PERMIT Includes Obtaining Permit and permit fees up to \$200 PGB will apply for and obtain a permit from your city / county office. ** PLEASE NOTE CUSTOMER WILL NEED TO SUPPLY A SITE PLAN FROM THE ZONING DEPARTMENT / CITY / COUNTY **	\$ 2,500	\$500	\$ 2,000
1	ADA Engineered Wood Fiber SKU: EWF ADA - Engineered Wood Fiber- 32 cubic yards - Amount is for 12 inch depth.	\$ 2,212		\$ 2,212
1	Filter Fabric - Weed Barrier SKU: PGB-CSP4300BLK FREE SHIPPING - Contractor Select Plus Landscape Fabric - 4ft x 300ft. **** 1 Roll Accommodates 1,100 Sqft ***	\$ 232		\$ 232
1	Poured In Place Rubber SKU: PIP Variants: COLOR BLEND: Blue / Black Poured in Place 2135 SqFt installed up to 3in depth - includes up to 4 sub-base compacted to 95% 61' x 35' space - Price quoted does not include concrete, excavation, or drains unless otherwise noted.	\$ 59,780		\$ 59,780
240	Concrete Curbing SKU: CONCRETECURBING Concrete curbing 6 tall by 6 wide. 240 liner feet 35' x 85' area	\$ 65		\$ 15,600
1	Additional Discount SKU: DISCOUNT 10% discount for Municipality		\$ 16,687	\$ -16,687
	Professional Installation SKU: INSTALL	\$ 29,181		\$ 29,181
Customer Installation Note Customer to handle removals and site prep prior to PGB arrival. Installation of new play area at grade Concrete border for entire area at 35' x 85' with 6 inches of PIP and 12 inches of wood fiber surfacing. Install of King Kong, custom shade, and 2 bay swing set. PIP area 61' x 35' EWF area 24' x 35'				

I APPROVE THIS PROJECT. Let's do this!

Approval of this proposal may be executed by signing below and emailing back to the contact information listed below. Unless prior arrangements are approved, payment is due upon ordering.

Account Rep: James Bradshaw
james@playgroundboss.com
1-800-878-0320 ext. 107

Authorized Purchaser: _____

Date: _____

Subtotal \$ 150,184

Tax \$ 0

\$ 150,184

Have questions about this quote?

CALL US
1-800-878-0320

1101 Central Expy S, Suite 200 Allen, TX 75013 - Phone 1-800-878-0320 - www.PlaygroundBoss.com

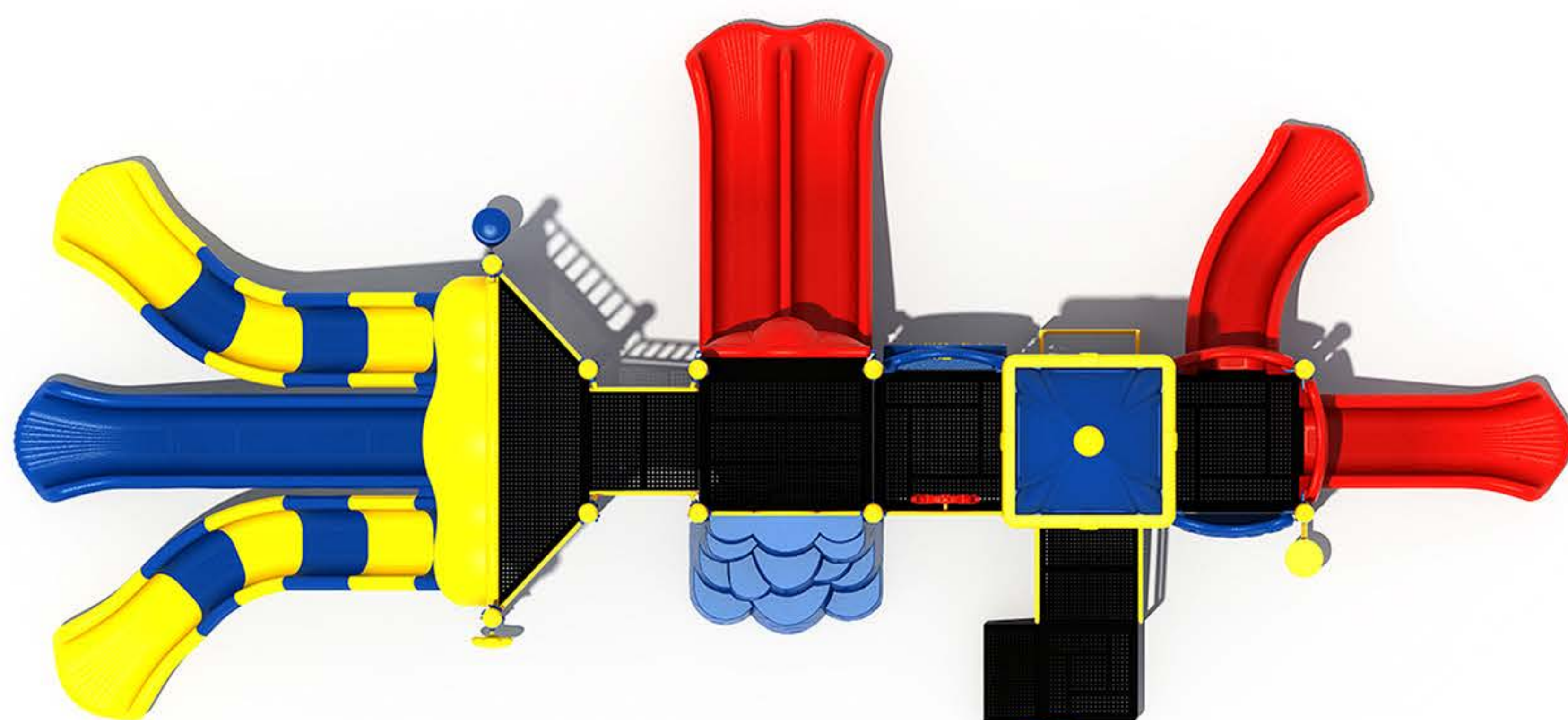


Ages 2-12

Use Zone: 46ft x 28ft
Child Capacity: 57
Play Activities: 14

King Kong

SKU: PGB-20231



Call Us
1-800-878-0320

PlaygroundBoss.com

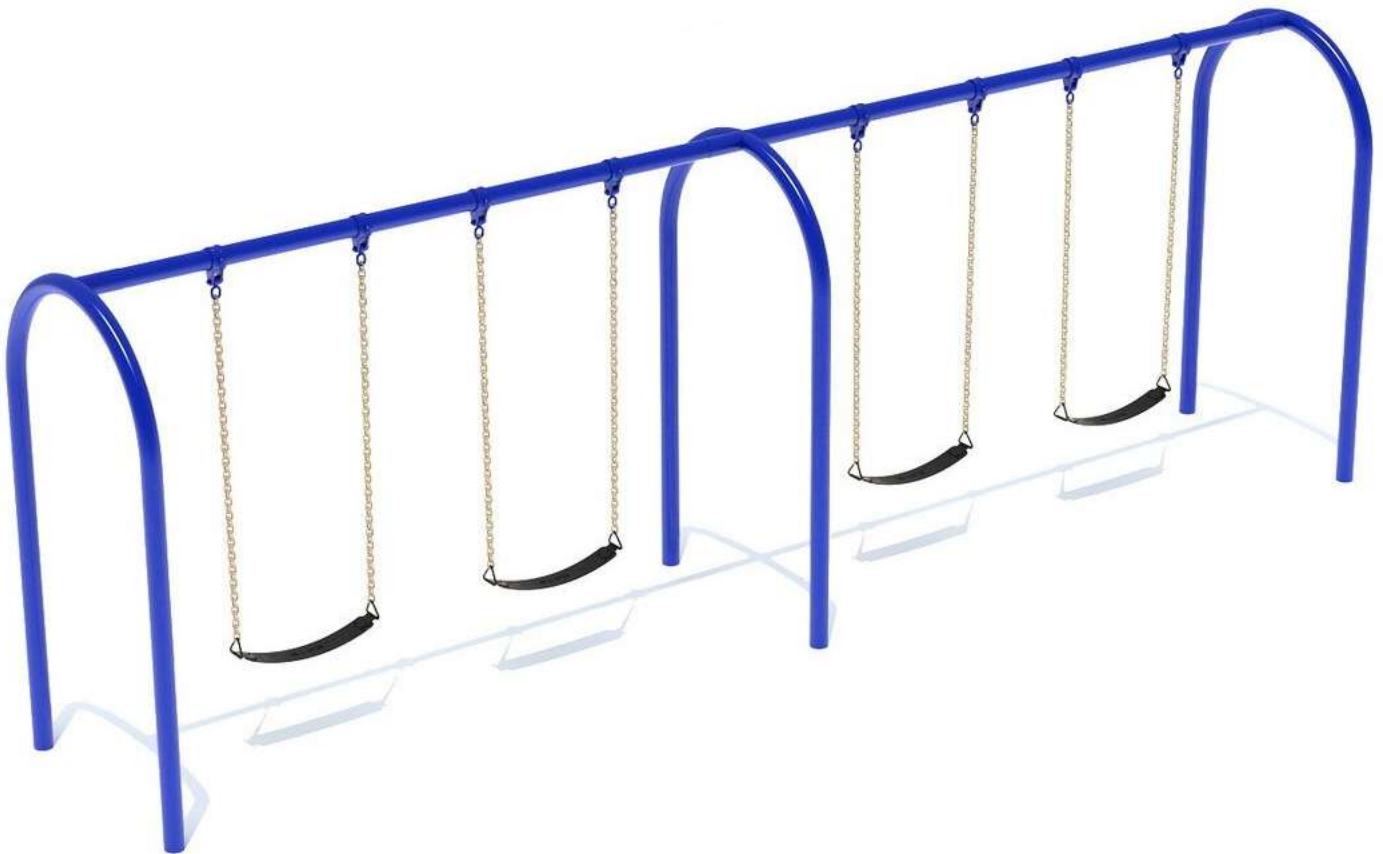


Ages 2-12

Use Zone: 36ft x 33ft
Child Capacity: 4
Play Activities: 4

3.5" Arch Swing Frame 8ft - 2 Bay

SKU: PGBASF-35082

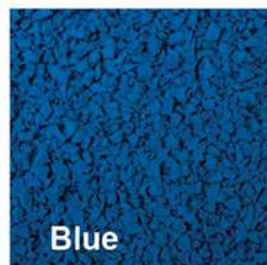
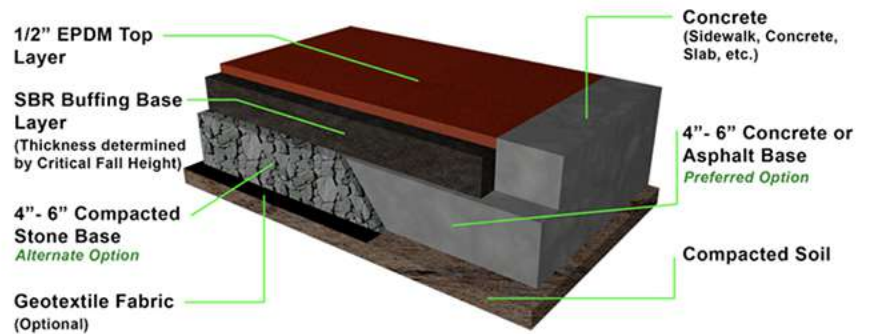
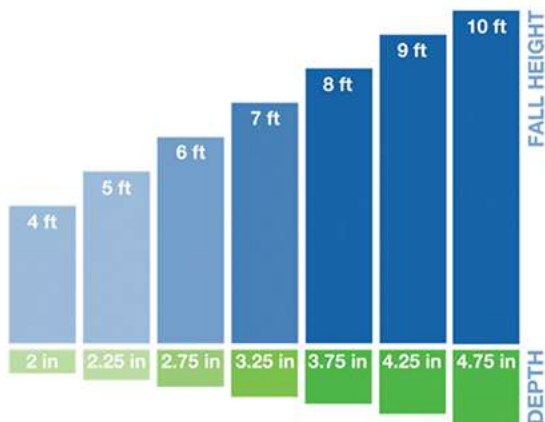


Call Us
1-800-878-0320

[PlaygroundBoss.com](https://www.PlaygroundBoss.com)

Poured In Place Rubber

SKU: PIP-WEB





Warranty

100
15
5
3
1

One Hundred (100) Year Limited Warranty

On aluminum and steel upright posts, hardware, post caps, and clamps against structural failure due to deterioration, corrosion, or workmanship.

Fifteen (15) Year Limited Warranty

On rails, rungs, rigid climbers, loops, HDPE and rotationally molded plastic components, and decks against structural failure due to deterioration, corrosion, or workmanship.

Five (5) Year Limited Warranty

On cables and nets against premature wear due to natural deterioration or manufacturing defects. On moving parts against structural failure due to materials or workmanship.

Three (3) Year Limited Warranty

On all blow molded plastics against structural failure due to materials, or workmanship.

One (1) Year Limited Warranty

On all materials and products not covered above against failure due to materials or workmanship.

Playground Boss warrants to its original customer for as long as the original customer owns the product and uses the product with regular use and installation in accordance with published specifications to be free from defects in materials and workmanship. This warranty does not cover damage from misuse, vandalism, modified parts, or damage such as dents, scratches, fading/weathering, acts of God, and normal wear and tear.

Warranty claims must be filed within the applicable warranty period. Warranty replacement does not include the cost of labor for part replacement. Replacement parts carry the applicable warranty from the date of shipment of the replacement part.



ACCOUNT REP: James Bradshaw
james@playgroundboss.com
1-800-878-0320 ext. 107

QUOTE #: 021025-32270
DATE CREATED: 02-10-2025
Quote is valid for 30 days

PROJECT CONTACT

PROJECT CONTACT: Anthony Tucker
COMPANY: City Of Alvarado
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Alvarado, TX 76009
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1	Custom Shade Structure SKU: CUSTOMSHADE Variants: EAVE HEIGHT: 12 ft, SHADE COLOR: Royal Blue, POST COLOR: Black 4 Post HIP 401 Length 38 ft 0 in x Width 38 ft 0 in by 12 ft 0 in Entry	\$ 14,901		\$ 14,901
1	3.5 Arch Swing Frame 8ft - 2 Bay SKU: PGBASF-350802 Variants: SWING FRAME COLOR: Brick Red Age: 2 to 12, Child Capacity: 4, Play Activities: 1 Safety Use Zone: 36ft x 33ft	\$ 2,292		\$ 2,292
2	Belt Seat (BUNDLE) SKU: PGBS130-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 belt seat 2 chains 4 shackles 1 shackle key	\$ 153		\$ 306
2	Bucket Seat (BUNDLE) SKU: PGBS100-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 bucket seat 2 chains 4 shackles 1 shackle key	\$ 307		\$ 614
4	Swing Mat SKU: PGBAPS-SwingMat Variants: COLOR: TBD 3 x 5 x 2, beveled edges. Waffle bottom construction. 115 pounds (each)	\$ 215		\$ 860

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
1	Sealed Drawings SKU: SEALDRAW Variants: COLOR: TBD Engineered Sealed Drawings	\$ 1,925		\$ 1,925
1	Permit SKU: PERMIT Includes Obtaining Permit and permit fees up to \$200 PGB will apply for and obtain a permit from your city / county office. ** PLEASE NOTE CUSTOMER WILL NEED TO SUPPLY A SITE PLAN FROM THE ZONING DEPARTMENT / CITY / COUNTY **	\$ 2,500	\$500	\$ 2,000
1	ADA Engineered Wood Fiber SKU: EWF ADA - Engineered Wood Fiber- 111 cubic yards - Amount is for 12 inch depth.	\$ 5,601		\$ 5,601
3	Filter Fabric - Weed Barrier SKU: PGB-CSP4300BLK FREE SHIPPING - Contractor Select Plus Landscape Fabric - 4ft x 300ft. **** 1 Roll Accommodates 1,100 Sqft ***	\$ 232		\$ 696
240	Concrete Curbing SKU: CONCRETECURBING Concrete curbing 6 tall by 6 wide. 240 liner feet 35' x 85' area	\$ 65		\$ 15,600
1	Additional Discount SKU: DISCOUNT 10% discount for Municipality		\$ 11,010	\$ -11,010
	Professional Installation SKU: INSTALL	\$ 29,181		\$ 29,181
Customer Installation Note Customer to handle removals and site prep prior to PGB arrival. Installation of new play area at grade Concrete border for area at 35' x 85' with 12 inches of wood fiber surfacing. Install of King Kong, custom shade, and 2 bay swing set.				

I APPROVE THIS PROJECT. Let's do this!

Approval of this proposal may be executed by signing below and emailing back to the contact information listed below. Unless prior arrangements are approved, payment is due upon ordering.

Account Rep: James Bradshaw
james@playgroundboss.com
1-800-878-0320 ext. 107

Authorized Purchaser: _____

Date: _____

Subtotal \$ 99,000

Tax \$ 0

\$ 99,000

Have questions about this quote?

CALL US
1-800-878-0320

1101 Central Expy S, Suite 200 Allen, TX 75013 - Phone 1-800-878-0320 - www.PlaygroundBoss.com

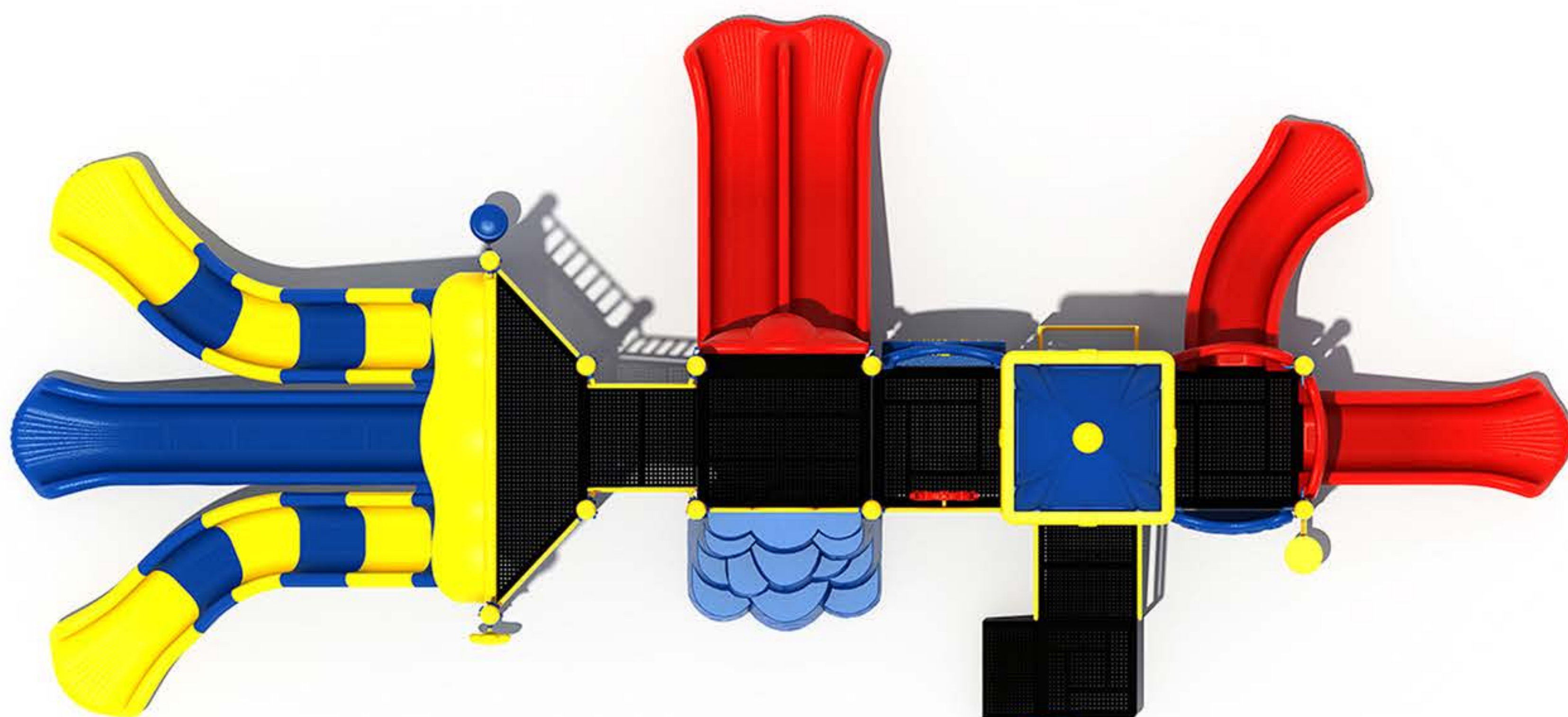


Ages 2-12

Use Zone: 46ft x 28ft
Child Capacity: 57
Play Activities: 14

King Kong

SKU: PGB-20231



Call Us
1-800-878-0320

PlaygroundBoss.com

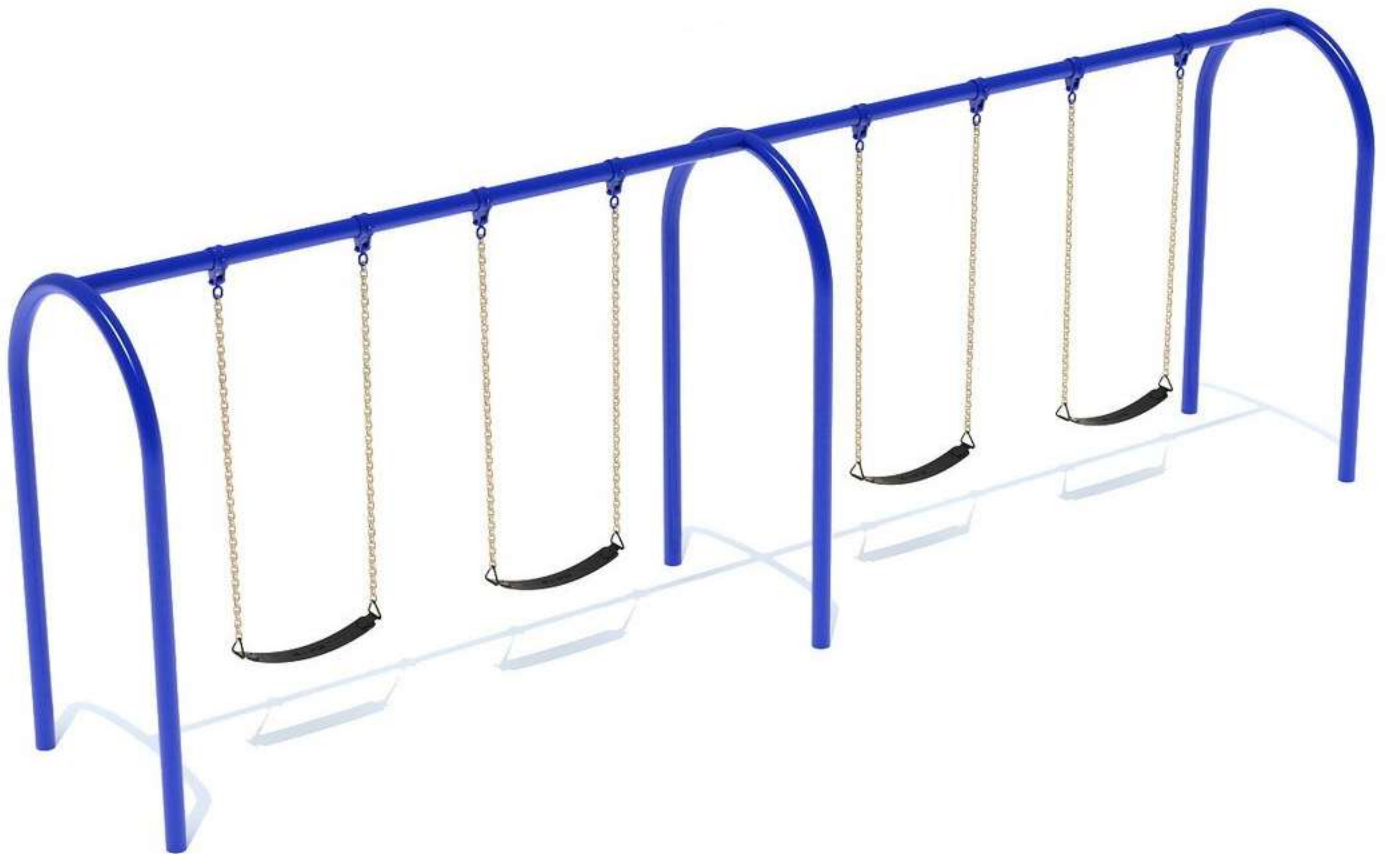


Ages 2-12

Use Zone: 36ft x 33ft
Child Capacity: 4
Play Activities: 4

3.5" Arch Swing Frame 8ft - 2 Bay

SKU: PGBASF-35082



Call Us
1-800-878-0320

[PlaygroundBoss.com](https://www.PlaygroundBoss.com)



Warranty

100
15
5
3
1

One Hundred (100) Year Limited Warranty

On aluminum and steel upright posts, hardware, post caps, and clamps against structural failure due to deterioration, corrosion, or workmanship.

Fifteen (15) Year Limited Warranty

On rails, rungs, rigid climbers, loops, HDPE and rotationally molded plastic components, and decks against structural failure due to deterioration, corrosion, or workmanship.

Five (5) Year Limited Warranty

On cables and nets against premature wear due to natural deterioration or manufacturing defects. On moving parts against structural failure due to materials or workmanship.

Three (3) Year Limited Warranty

On all blow molded plastics against structural failure due to materials, or workmanship.

One (1) Year Limited Warranty

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Playground Boss warrants to its original customer for as long as the original customer owns the product and uses the product with regular use and installation in accordance with published specifications to be free from defects in materials and workmanship. This warranty does not cover damage from misuse, vandalism, modified parts, or damage such as dents, scratches, fading/weathering, acts of God, and normal wear and tear.

Warranty claims must be filed within the applicable warranty period. Warranty replacement does not include the cost of labor for part replacement. Replacement parts carry the applicable warranty from the date of shipment of the replacement part.



ACCOUNT REP: James Bradshaw
james@playgroundboss.com
1-800-878-0320 ext. 107

QUOTE #: 021225-32379
DATE CREATED: 02-12-2025
Quote is valid for 30 days

PROJECT CONTACT

PROJECT CONTACT: Anthony Tucker
COMPANY: City Of Alvarado
ADDRESS: 600 S. Pkwy
Alvarado, TX 76009
EMAIL: tuckera@cityofalvarado.org
PHONE: 682-378-6942



SHIP TO / SITE CONTACT

SHIPPING / SITE CONTACT: Anthony Tucker
COMPANY: City Of Alvarado
SHIP TO ADDRESS: 101 S Pkwy Dr
Alvarado, TX 76009
EMAIL: tuckera@cityofalvarado.org
PHONE: 682-378-6942

COMMENTS AND SPECIAL INSTRUCTIONS: Price quoted for materials, installation and delivery only. Price excludes sitework, concrete, underground line location, permits, liftgates, & impact fees unless specifically noted below. Customer is responsible for any taxes that may apply. If order is cancelled a 25% restocking fee may be assessed

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
	Note Design layout provided to customer and installation team. Dumpster supplied by customer on site for spoils from installation.			
1	King Kong SKU: PGB-20231 Variants: COLOR SCHEME: Primary FREE SHIPPING - Age: 2 to 12, Child Capacity: 57, Play Activities: 14 Safety Use Zone: 46ft x 28ft INCLUDES FREE SAFETY SIGN <<< ITEM IS IN-STOCK AND AVAILABLE FOR IMMEDIATE DELIVERY >>>	\$ 72,068	\$36,034	\$ 36,034
1	Custom Shade Structure SKU: CUSTOMSHADE Variants: EAVE HEIGHT: 12 ft, SHADE COLOR: Royal Blue, POST COLOR: Black 4 Post HIP 401 Length 38 ft 0 in x Width 38 ft 0 in by 12 ft 0 in Entry	\$ 14,901		\$ 14,901
1	3.5 Arch Swing Frame 8ft - 2 Bay SKU: PGBASF-350802 Variants: SWING FRAME COLOR: Brick Red Age: 2 to 12, Child Capacity: 4, Play Activities: 1 Safety Use Zone: 36ft x 33ft	\$ 2,292		\$ 2,292
2	Belt Seat (BUNDLE) SKU: PGBS130-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 belt seat 2 chains 4 shackles 1 shackle key	\$ 153		\$ 306
1	ADA Swing Seat (BUNDLE) SKU: PGBS190-BUNDLE Variants: COLOR: Blue FREE SHIPPING - Commercial Grade ADA Swing seat. Bundle Includes 1 ADA, seat 2 chains 4 shackles	\$ 1,456		\$ 1,456
1	Bucket Seat (BUNDLE) SKU: PGBS100-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 bucket seat 2 chains 4 shackles 1 shackle key	\$ 307		\$ 307

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
3	Swing Mat SKU: PGBAPS-SwingMat Variants: COLOR: TBD 3 x 5 x 2, beveled edges. Waffle bottom construction. 115 pounds (each)	\$ 215		\$ 645
1	Sealed Drawings SKU: SEALDRAW Variants: COLOR: TBD Engineered Sealed Drawings	\$ 1,925		\$ 1,925
1	Permit SKU: PERMIT Includes Obtaining Permit and permit fees up to \$200 PGB will apply for and obtain a permit from your city / county office. ** PLEASE NOTE CUSTOMER WILL NEED TO SUPPLY A SITE PLAN FROM THE ZONING DEPARTMENT / CITY / COUNTY **	\$ 2,500	\$500	\$ 2,000
1	ADA Engineered Wood Fiber SKU: EWF ADA - Engineered Wood Fiber- 33 cubic yards - Amount is for 12 inch depth.	\$ 2,212		\$ 2,212
1	Filter Fabric - Weed Barrier SKU: PGB-CSP4300BLK FREE SHIPPING - Contractor Select Plus Landscape Fabric - 4ft x 300ft. **** 1 Roll Accommodates 1,100 Sqft ***	\$ 232		\$ 232
1	Turf SKU: TURF 2100 SF 4 rolls of (15 feet x 35 feet) (60 feet x 35 feet total) of Artificial Turf with up to 4 Subbase Aggregate compacted to 95% up to 2 pad throughout- Installed (excavation and drains not included)	\$ 50,400		\$ 50,400
240	Concrete Curbing SKU: CONCRETECURBING Concrete curbing 6 tall by 6 wide. 240 liner feet 35' x 85' area	\$ 65		\$ 15,600
1	Additional Discount SKU: DISCOUNT 10% discount for Municipality		\$ 15,749	\$ -15,749
	Professional Installation SKU: INSTALL	\$ 29,181		\$ 29,181
Customer Installation Note Customer to handle removals and site prep prior to PGB arrival. Installation of new play area at grade Concrete border for entire area at 35' x 85' with 6 inches of turf and 12 inches of wood fiber surfacing. Install of King Kong, custom shade, and 2 bay swing set. Turf area 60' x 35' EWF area 25' x 35'				

I APPROVE THIS PROJECT. Let's do this!

Approval of this proposal may be executed by signing below and emailing back to the contact information listed below. Unless prior arrangements are approved, payment is due upon ordering.

Account Rep: James Bradshaw
james@playgroundboss.com
1-800-878-0320 ext. 107

Authorized Purchaser: _____

Date: _____

Subtotal \$ 141,742

Tax \$ 0

\$ 141,742

Have questions about this quote?

CALL US
1-800-878-0320

1101 Central Expy S, Suite 200 Allen, TX 75013 - Phone 1-800-878-0320 - www.PlaygroundBoss.com

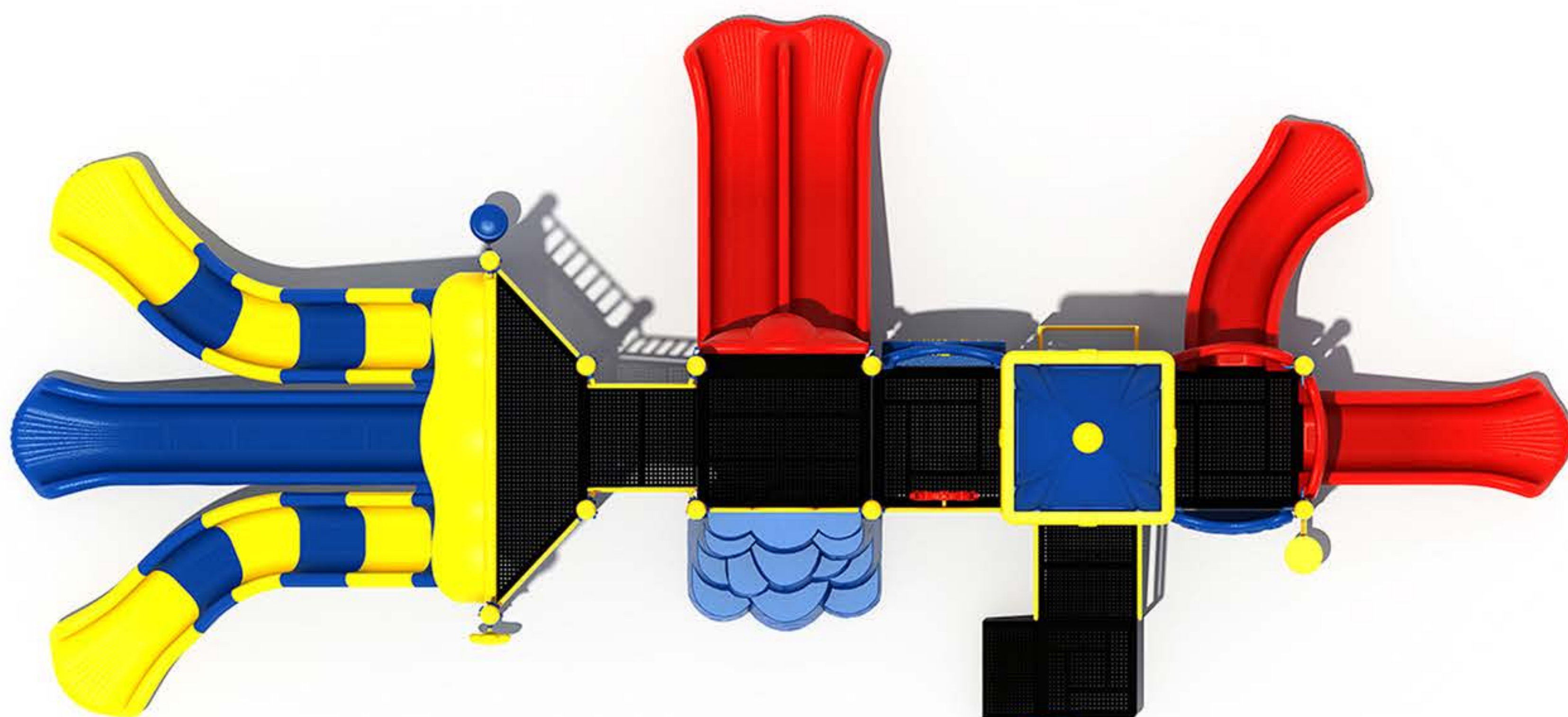


Ages 2-12

Use Zone: 46ft x 28ft
Child Capacity: 57
Play Activities: 14

King Kong

SKU: PGB-20231



Call Us
1-800-878-0320

PlaygroundBoss.com

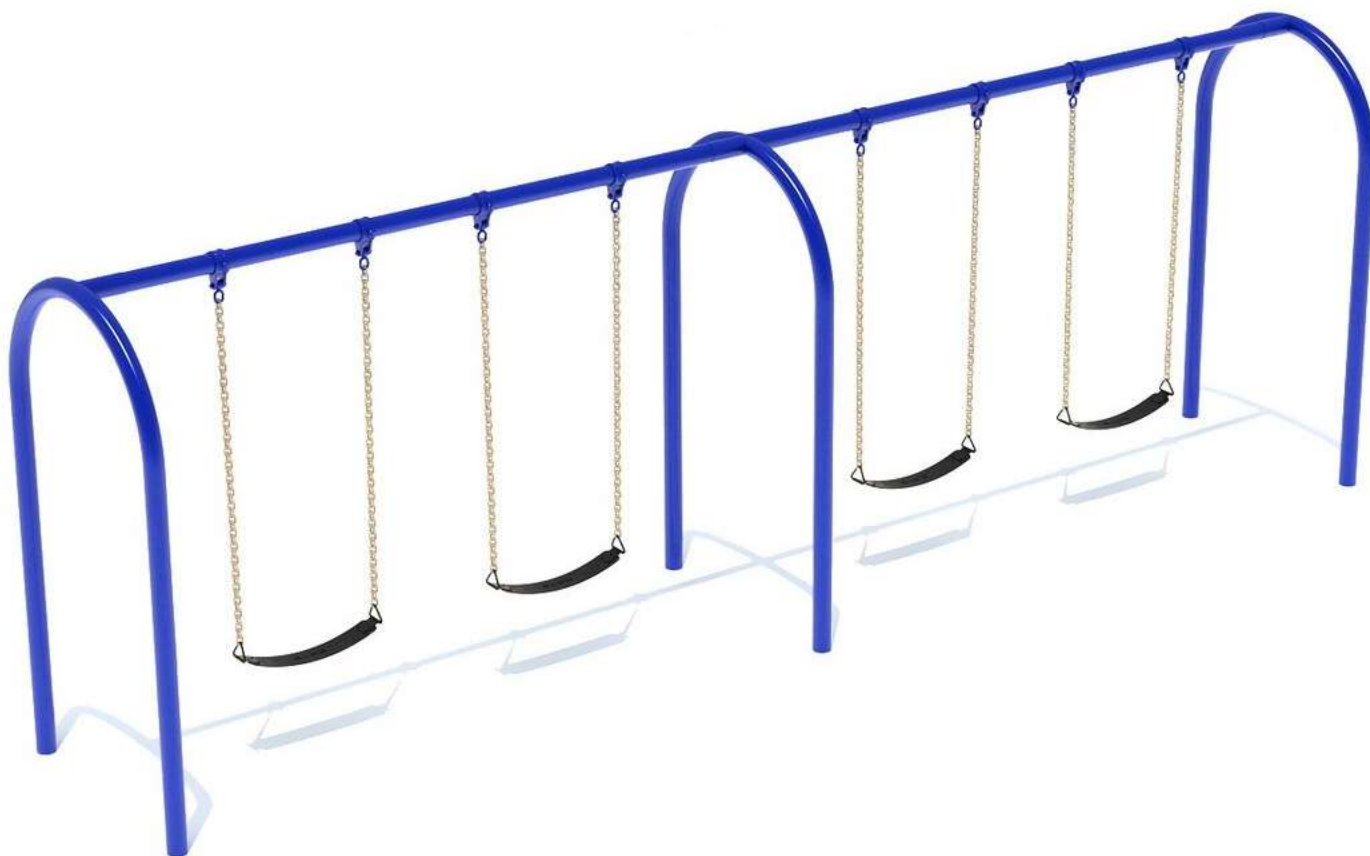


Ages 2-12

Use Zone: 36ft x 33ft
Child Capacity: 4
Play Activities: 4

3.5" Arch Swing Frame 8ft - 2 Bay

SKU: PGBASF-35082



Call Us
1-800-878-0320

[PlaygroundBoss.com](https://www.PlaygroundBoss.com)



Warranty

100
15
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Warranty claims must be filed within the applicable warranty period. Warranty replacement does not include the cost of labor for part replacement. Replacement parts carry the applicable warranty from the date of shipment of the replacement part.



ACCOUNT REP: James Bradshaw
james@playgroundboss.com
1-800-878-0320 ext. 107

QUOTE #: 030325-32926
DATE CREATED: 03-03-2025
Quote is valid for 30 days

PROJECT CONTACT

PROJECT CONTACT: Anthony Tucker
COMPANY: City Of Alvarado
ADDRESS: 600 S. Pkwy
Alvarado, TX 76009
EMAIL: tuckera@cityofalvarado.org
PHONE: 682-378-6942



SHIP TO / SITE CONTACT

SHIPPING / SITE CONTACT: Anthony Tucker
COMPANY: City Of Alvarado
SHIP TO ADDRESS: 101 S Pkwy Dr
Alvarado, TX 76009
EMAIL: tuckera@cityofalvarado.org
PHONE: 682-378-6942

COMMENTS AND SPECIAL INSTRUCTIONS: Price quoted for materials, installation and delivery only. Price excludes sitework, concrete, underground line location, permits, liftgates, & impact fees unless specifically noted below. Customer is responsible for any taxes that may apply. If order is cancelled a 25% restocking fee may be assessed

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
	Note BuyBoard VENDOR: Playground Boss Cooperative Contract Award; Proposal Invitation No. 679-22, Parks and Recreation Equipment, Products, and Installation Services			
	Note Design layout provided to customer and installation team. Dumpster supplied by customer on site for spoils from installation.			
1	King Kong SKU: PGB-20231 Variants: COLOR SCHEME: Primary FREE SHIPPING - Age: 2 to 12, Child Capacity: 57, Play Activities: 14 Safety Use Zone: 46ft x 28ft INCLUDES FREE SAFETY SIGN <<< ITEM IS IN-STOCK AND AVAILABLE FOR IMMEDIATE DELIVERY >>>	\$ 72,068	\$36,034	\$ 36,034
1	Custom Shade Structure SKU: CUSTOMSHADE Variants: EAVE HEIGHT: 12 ft, SHADE COLOR: Royal Blue, POST COLOR: Black 4 Post HIP 401 Length 38 ft 0 in x Width 38 ft 0 in by 12 ft 0 in Entry	\$ 14,901		\$ 14,901
1	3.5 Arch Swing Frame 8ft - 2 Bay SKU: PGBASF-350802 Variants: SWING FRAME COLOR: Brick Red Age: 2 to 12, Child Capacity: 4, Play Activities: 1 Safety Use Zone: 36ft x 33ft	\$ 2,292		\$ 2,292
2	Belt Seat (BUNDLE) SKU: PGBS130-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 belt seat 2 chains 4 shackles 1 shackle key	\$ 153		\$ 306
1	ADA Swing Seat (BUNDLE) SKU: PGBS190-BUNDLE Variants: COLOR: Blue FREE SHIPPING - Commercial Grade ADA Swing seat. Bundle Includes 1 ADA, seat 2 chains 4 shackles	\$ 1,456		\$ 1,456

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
1	Bucket Seat (BUNDLE) SKU: PGBS100-Bundle Variants: SEAT COLOR: Black FREE SHIPPING - Commercial Grade Bundle Includes 1 bucket seat 2 chains 4 shackles 1 shackle key	\$ 307		\$ 307
3	Swing Mat SKU: PGBAPS-SwingMat Variants: COLOR: TBD 3 x 5 x 2, beveled edges. Waffle bottom construction. 115 pounds (each)	\$ 215		\$ 645
1	Sealed Drawings SKU: SEALDRAW Variants: COLOR: TBD Engineered Sealed Drawings	\$ 1,925		\$ 1,925
1	Permit SKU: PERMIT Includes Obtaining Permit and permit fees up to \$200 PGB will apply for and obtain a permit from your city / county office. ** PLEASE NOTE CUSTOMER WILL NEED TO SUPPLY A SITE PLAN FROM THE ZONING DEPARTMENT / CITY / COUNTY **	\$ 2,500	\$500	\$ 2,000
1	Poured In Place Rubber SKU: PIP Variants: COLOR BLEND: Blue / Black Poured in Place 2975 SqFt installed up to 3in depth - includes up to 4 sub-base compacted to 95% 85' x 35' space - Price quoted does not include concrete, excavation, or drains unless otherwise noted.	\$ 83,300		\$ 83,300
240	Concrete Curbing SKU: CONCRETECURBING Concrete curbing 6 tall by 6 wide. 240 liner feet 35' x 85' area	\$ 65		\$ 15,600
1	Additional Discount SKU: DISCOUNT 10% discount for Municipality		\$ 18,795	\$ -18,795
	Professional Installation SKU: INSTALL	\$ 29,181		\$ 29,181
	Customer Installation Note Customer to handle removals and site prep prior to PGB arrival. Installation of new play area at grade Concrete border for entire area at 35' x 85' PIP at a 6 inch depth throughout. Install of King Kong, custom shade, and 2 bay swing set. PIP area to be 35' x 85'.			

I APPROVE THIS PROJECT. Let's do this!

Approval of this proposal may be executed by signing below and emailing back to the contact information listed below. Unless prior arrangements are approved, payment is due upon ordering.

Account Rep: James Bradshaw
james@playgroundboss.com
1-800-878-0320 ext. 107

Authorized Purchaser: _____

Date: _____

Subtotal \$ 169,152

Tax \$ 0

\$ 169,152

Have questions about this quote?

 **CALL US**
1-800-878-0320

1101 Central Expy S, Suite 200 Allen, TX 75013 - Phone 1-800-878-0320 - www.PlaygroundBoss.com

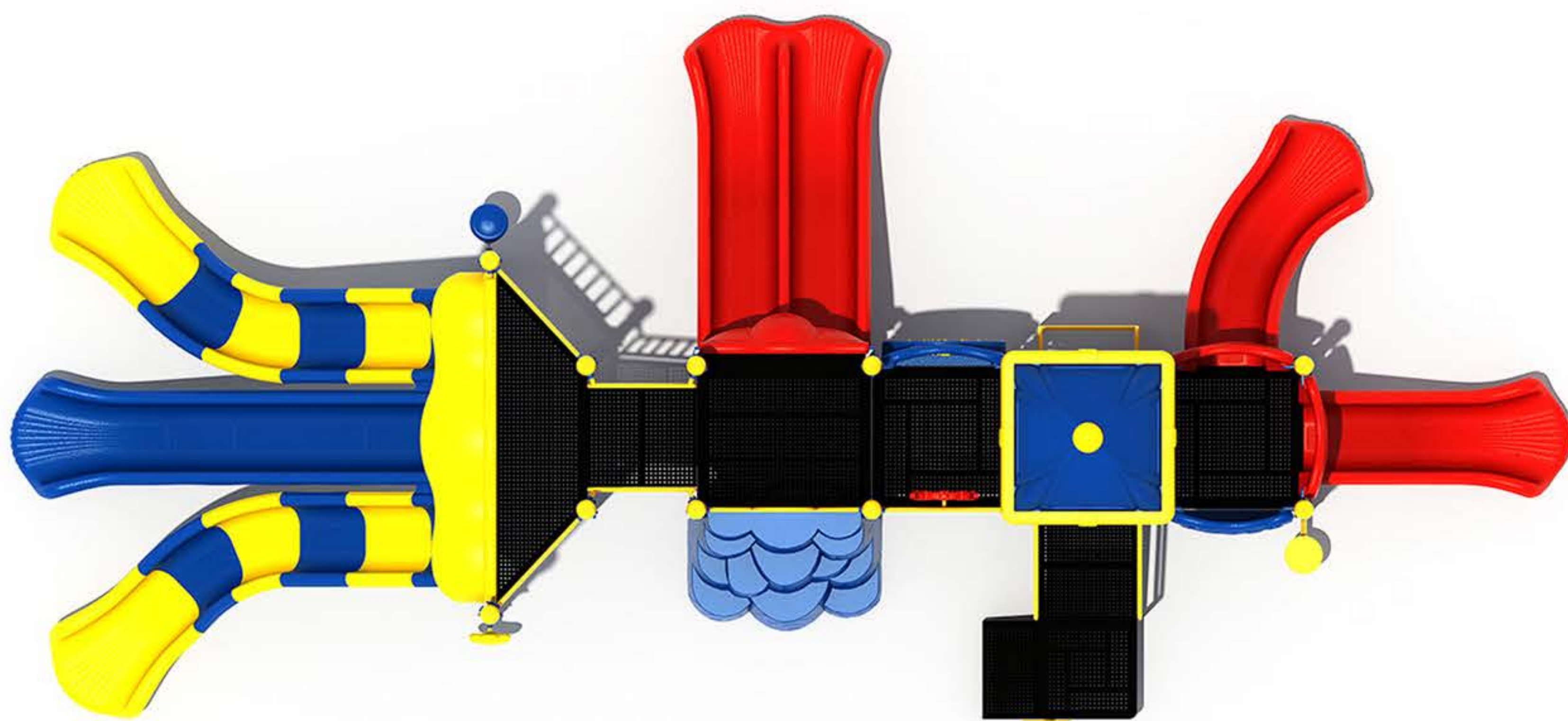


Ages 2-12

Use Zone: 46ft x 28ft
Child Capacity: 57
Play Activities: 14

King Kong

SKU: PGB-20231



Call Us
1-800-878-0320

PlaygroundBoss.com

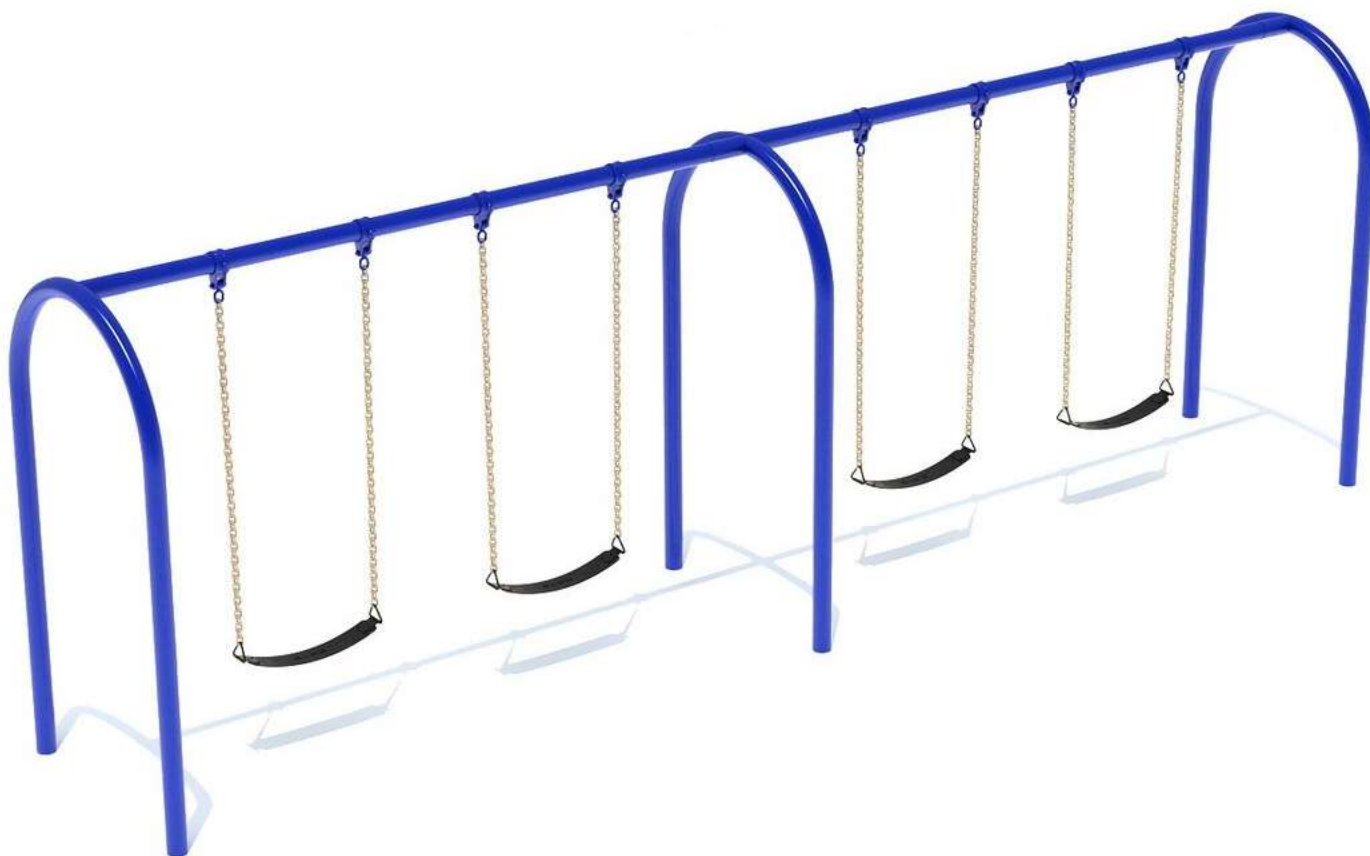


Ages 2-12

Use Zone: 36ft x 33ft
Child Capacity: 4
Play Activities: 4

3.5" Arch Swing Frame 8ft - 2 Bay

SKU: PGBASF-35082



Call Us
1-800-878-0320

[PlaygroundBoss.com](https://www.PlaygroundBoss.com)



Warranty

100
15
5
3
1

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City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Anthony Tucker

AGENDA ITEM:

Provide recommendations, consideration and action to approve the utilization of additional funding for the installation of playground equipment at the Parks of Alvarado.

BACKGROUND & FINDINGS:

With the lighting savings and possible playground savings, the additional Capital Outlay funds should be enough to cover the installation costs of the playground equipment for the parks of Alvarado.

FINANCIAL IMPACT

Funds may be available.

RECOMMENDATION:

Staff recommends using additional Capital Outlay funds for the professional installation of playground equipment at the Parks of Alvarado.

Parks Advisory Board Suggests using remaining Capital Funds to fund this Project.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

MAINTENANCE AGREEMENT

THE STATE OF TEXAS §

THE COUNTY OF JOHNSON §

This Maintenance Agreement (the "Agreement"), executed this 18th day of March, 2024, is made and entered into by and between the CITY OF ALVARADO, TEXAS, a Texas home-rule Municipality (the "City"), and the PARKS OF ALVARADO PROPERTY OWNERS ASSOCIATION, INCORPORATION, (the "POA").

RECITALS

WHEREAS, the POA has agreed to maintain the playground equipment and the City shall maintain ownership of said equipment; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interest of the City are carried out.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and POA agree as follows:

1. Recitals. The representations, covenants, and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby adopted as findings of the City Council and POA.

2. Exhibits. All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

Exhibit A – Depiction of Public Playground Equipment; and
Exhibit B – Legal Description of Public Playground Area.

3. Installation. Upon execution of this Agreement, City shall provide and install Public Playground Equipment (as depicted in Exhibit "A"), at no cost to the POA, onto the POA's property (the "Public Playground Area") (as depicted in Exhibit "B"). It is the intention of the City and of this Agreement, that said Public Playground Equipment shall continue to be available for the benefit and use of the public. In no way shall the POA limit the use to the public.

4. City's Obligations. The City shall at all times remain the owner of the Public Playground Equipment, nothing in this Agreement shall be construed to mean a transfer or sale of said equipment. The City shall have the right to inspect the conditions of the Public Playground Equipment at any time. In the event the City deems the Public Playground Equipment needs repair, the City shall notify the POA of the need to repair and POA shall make the necessary repairs. The

City shall maintain the right to terminate this Agreement at any time. In the event of termination, the City shall remove the Public Playground Equipment from the Public Playground Area.

5. POA's Obligations. The POA shall act in good faith and shall maintain the Public Playground Equipment, including making repairs as necessary. Maintenance, in accordance with this Agreement, shall mean the general upkeep and work required to keep the Public Playground Equipment in a good, safe, and usable condition. Maintenance shall not include capital improvements or contracted services. POA agrees to pay the costs of necessary repairs. POA shall maintain the right to terminate this Agreement at any time. In the event of POA termination, POA agrees to reimburse the City for the costs to remove the Public Playground Equipment from the Public Playground Area. The POA agrees to never restrict access or use of the Public Playground Equipment to the general public.

6. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the obligation of POA and the City.

7. Amendment. This Agreement may only be amended or altered by a written instrument and signed by both parties.

8. Successors and Assigns. Neither the City nor POA may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other party. This Agreement is binding upon, and inures to the benefit of the City and POA and their permitted assigns; however, this Agreement confers no rights or benefits on any third parties.

9. Notice. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by FAX or E-mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any party may change its address for purposes of this Agreement by giving notice of such change as provided by this Section.

City: City of Alvarado
Attn: City Manager
104 W College Ave
Alvarado, Texas 76009

POA: Parks of Alvarado Property Owners Association, Inc.
c/o Visions Community Management, Inc.
5757 Alpha Road, Suite 680
Dallas, TX 75240

10. Applicable Law. This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Johnson County, Texas.

11. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

13. Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its respective obligations under this Agreement. Notwithstanding anything to the contrary herein, the parties understand, acknowledge, and agree that the premises of the Public Playground Area are operated by the City for the purposes of chapters 75 and 101 of the Civil Practice and Remedies Code.

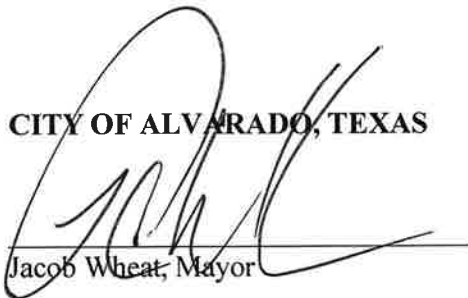
14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

15. Indemnification. POA SHALL INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, EMPLOYEES, AND VOLUNTEERS HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND AND NATURE, INCLUDING PERSONAL OR BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT IS FOUND BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM (A) THE DELIVERY, INSTALLATION, ACCEPTANCE, REJECTION, OPERATION, LEASING, MAINTENANCE, POSSESSION, USE, CONDITION, LIENS AGAINST, OR RETURN OF THE PUBLIC PLAYGROUND EQUIPMENT OR (B) ANY BREACH BY POA OF ANY OF ITS OBLIGATIONS HEREUNDER, BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF POA OR ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, AFFILIATE VOLUNTEER, OR SUBCONTRACTOR OF POA, OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, OR REPRESENTATIVES, WHILE OPERATING OR MAINTAINING THE PUBLIC PLAYGROUND EQUIPMENT. IF POA AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THIS SECTION IS SOLELY FOR THE BENEFIT OF THE CITY AND THE POA AND DOES NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR

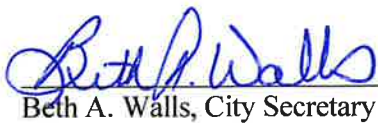
OTHERWISE, TO ANY OTHER PERSON OR ENTITY. POA AND THE CITY SHALL PROMPTLY ADVISE EACH OTHER IN WRITING OF ANY KNOWN CLAIM OR DEMAND AGAINST POA OR THE CITY RELATED TO OR ARISING OUT OF POA'S ACTIVITIES.

16. Insurance. Prior to the installation of the Public Playground Equipment, POA shall provide to City proof of liability insurance coverage at POA's sole cost and expense, showing that it has secured and paid for a policy of comprehensive general liability insurance in the sum of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for damages resulting from personal injury or death, and One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for property damage, with One Million and 00/100 Dollars (\$1,000,000.00) umbrella/excess coverage for all of the foregoing. POA shall also be responsible for contents insurance, if any, on POA's belongings. Additionally, POA shall procure and keep in effect, at POA's expense, all risk, fire, and extended coverage property insurance (including vandalism and malicious mischief) on the Public Playground Area.

POA insurance shall be underwritten by entities authorized to do business in the State of Texas. POA insurance policy or policies shall name the City as an additional insured and cover all public risks related to POA's use of the Public Playground Equipment.


CITY OF ALVARADO, TEXAS
Jacob Wheat, Mayor

Attest:


Beth A. Walls, City Secretary



By:

Don Allen
Aberdeen Land Company
500 W. 7th Street, Suite 1220
Fort Worth, TX 76102
817-703-7122
aberdeelandtx@gmail.com

A handwritten signature in dark ink, appearing to be 'DA', is written over a horizontal line.

Name: Don Allen

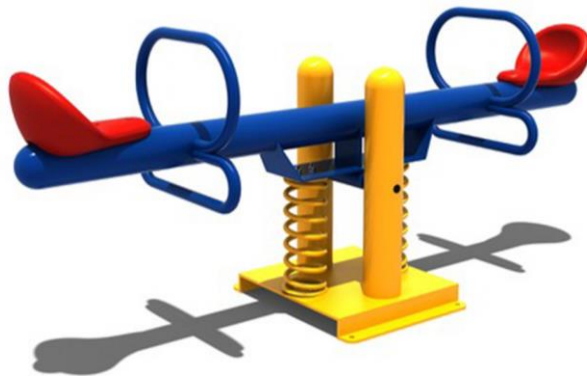
Title: Development Partner, Lackland Holdings, LLC / Declarant of Parks of Alvarado POA, Inc.

Exhibit “A”

Depictions of Public Playground Equipment at Each Location



Swings Model# SPF-80266-PGB-RED (playgroundboss.com)



Seesaw Model# SR-1404P (playgroundboss.com)



Slide Model# PGBFS-1203 (playgroundboss.com)

Exhibit "B"

Legal Description of Public Playground Area

Being a portion of Lot 44x, Block A as shown on the Correction Plat of The Parks of Alvarado Addition Phase 1, as filed in Instrument 2021-45 of the plat records of Johnson County, Texas, addressed at 1501 Battery Park Drive; and also being a portion of Lot 79x, Block C as shown on the Correction Plat of The Parks of Alvarado Addition Phase 3, as filed in Instrument 2022-180 of the plat records of Johnson County, Texas, addressed at 1800 Fairmount Park Drive.





ACCOUNT REP: James Bradshaw
james@playgroundboss.com
1-800-878-0320 ext. 107

QUOTE #: 021025-32265
DATE CREATED: 02-10-2025
Quote is valid for 30 days

PROJECT CONTACT

PROJECT CONTACT: Anthony Tucker
COMPANY: City Of Alvarado
ADDRESS: 600 S. Pkwy
Alvarado, TX 76009
EMAIL: tuckera@cityofalvarado.org
PHONE: 682-378-6942
MOBILE: 682-378-6942



SHIP TO / SITE CONTACT

SHIPPING / SITE CONTACT: Anthony Tucker
COMPANY: City Of Alvarado
SHIP TO ADDRESS: 1500 Battery Pk Dr
Alvarado, TX 76009
EMAIL: tuckera@cityofalvarado.org
PHONE: 682-378-6942
MOBILE: 682-378-6942

COMMENTS AND SPECIAL INSTRUCTIONS: Price quoted for materials, installation and delivery only. Price excludes sitework, concrete, underground line location, permits, liftgates, & impact fees unless specifically noted below. Customer is responsible for any taxes that may apply. If order is cancelled a 25% restocking fee may be assessed

QTY	PRODUCT	PRICE	DISCOUNT	TOTAL
	Note First location at 1500 Battery Pk Dr, Alvarado, TX 76009 Second location at 700 Golden Gate Pk Rd, Alvarado, TX 76009			
328	Concrete Curbing SKU: CONCRETECURBING Concrete curbing 6 inch tall by 6 inch wide. 164 liner feet per play area. 328 linear feet total for 2 play areas.	\$ 65		\$ 21,320
4	Filter Fabric - Weed Barrier SKU: PGB-CSP4300BLK FREE SHIPPING - Contractor Select Plus Landscape Fabric - 4ft x 300ft. **** 1 Roll Accommodates 1,100 Sqft ***	\$ 232		\$ 928
1	ADA Engineered Wood Fiber SKU: EWF-ASTM ADA - Engineered Wood Fiber- 62 cubic yards Per play area. 124 cubic yards total	\$ 5,925		\$ 5,925
1	Construction Debris Disposal SKU: PGBCONDEDIS Removal and disposal of construction debris packing material, and shipping crates.	\$ 895		\$ 895
1	Additional Discount SKU: DISCOUNT 10% discount for Municipality		\$ 3,616	\$ -3,616
	Professional Installation SKU: INSTALL	\$ 7,085		\$ 7,085
	Customer Installation Note Installation of Swing w/ arm, two seat seesaw, and free standing wave slide in 2 locations. Sites will be excavated prior to PGB arrival for at grade installation Curbing to be 45' x 37' with wood fiber surfacing. Note 1 lists addresses for each site			

I APPROVE THIS PROJECT. Let's do this!

Approval of this proposal may be executed by signing below and emailing back to the contact information listed below. Unless prior arrangements are approved, payment is due upon ordering.

Account Rep: James Bradshaw
james@playgroundboss.com
1-800-878-0320 ext. 107

Authorized Purchaser:

Date:

Subtotal	\$ 32,537
Tax	\$ 0
	\$ 32,537

Have questions about this quote?

 **CALL US**
1-800-878-0320



Ages 2 to 12

Use Zone: 30ft x 33ft
Child Capacity: 3
Play Activities: 1

5in Single Post with Arm Swing Frame

SKU: PGBSPF-80266



Call Us
1-800-878-0320

[PlaygroundBoss.com](https://www.PlaygroundBoss.com)

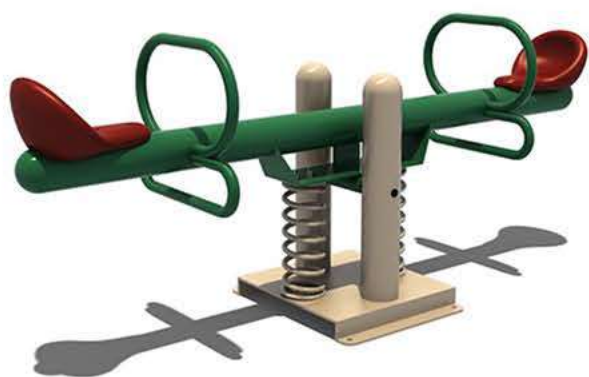
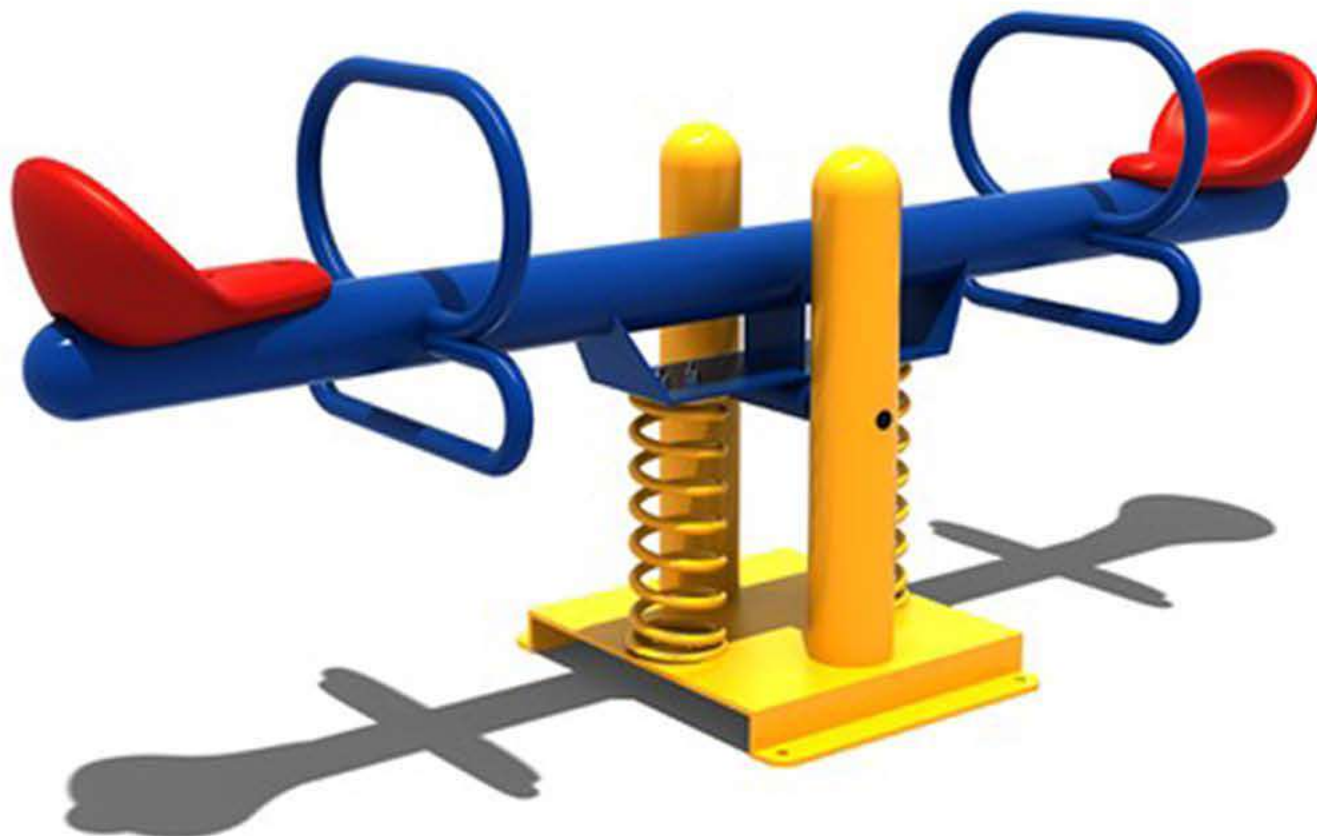


Ages
2 to 12

Use Zone: 19ft x 14ft
Child Capacity: 2
Play Activities: 1

Two Seat Seesaw

SKU: PGBSR-1404



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PlaygroundBoss.com



Ages
2 to 12

Use Zone: 23ft x 16ft
Child Capacity: 4
Play Activities: 1

3' Free Standing Single Wave Slide

SKU: PGBFS-1203



 **Call Us**
1-800-878-0320

PlaygroundBoss.com



Warranty

100
15
5
3
1

One Hundred (100) Year Limited Warranty

On aluminum and steel upright posts, hardware, post caps, and clamps against structural failure due to deterioration, corrosion, or workmanship.

Fifteen (15) Year Limited Warranty

On rails, rungs, rigid climbers, loops, HDPE and rotationally molded plastic components, and decks against structural failure due to deterioration, corrosion, or workmanship.

Five (5) Year Limited Warranty

On cables and nets against premature wear due to natural deterioration or manufacturing defects. On moving parts against structural failure due to materials or workmanship.

Three (3) Year Limited Warranty

On all blow molded plastics against structural failure due to materials, or workmanship.

One (1) Year Limited Warranty

On all materials and products not covered above against failure due to materials or workmanship.

Playground Boss warrants to its original customer for as long as the original customer owns the product and uses the product with regular use and installation in accordance with published specifications to be free from defects in materials and workmanship. This warranty does not cover damage from misuse, vandalism, modified parts, or damage such as dents, scratches, fading/weathering, acts of God, and normal wear and tear.

Warranty claims must be filed within the applicable warranty period. Warranty replacement does not include the cost of labor for part replacement. Replacement parts carry the applicable warranty from the date of shipment of the replacement part.



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Anthony Tucker

AGENDA ITEM:

Update, consider and provide recommendations regarding future enhancements at Carver Park.

BACKGROUND & FINDINGS:

One major change made at Carver is removing the sidewalk from the playground footprint, which caused a safety hazard by being placed within the Use Zone of the swing set. There is a future plan for Carver Park enhancements. The costs are not available yet. Guidance is needed to get quotes for materials and/or contractor costs.

FINANCIAL IMPACT:

Unknown

RECOMMENDATION:

Staff recommends updating Playground equipment, removing the Parking lot and adding Concrete parking along the street at Carver Park, adding athletic fencing around the basketball court, and surfacing the basketball court.

The Parks Advisory Board is generally in agreement with updates and future upgrades of Carver Park.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Anthony Tucker

AGENDA ITEM:

Presentation, consideration, and possible action regarding Monarch Way Station at Parkway Park to be installed and maintained by The Texas Master Naturalists.

BACKGROUND & FINDINGS:

The Texas Master Naturalists would like to install and maintain a Monarch Way Station in Parkway Park. Should the council approve the installation, staff has a recommendation on a site within the park.

FINANCIAL IMPACT:

Unknown

RECOMMENDATION:

Staff recommends installing the Monarch Way Station in Parkway Park.

Parks Advisory Board suggests favor of the Monarch Way Station in Parkway Park.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Anthony Tucker

AGENDA ITEM:

Consideration and update on The Lions Club Volunteer Community Service at Friendship Park.

BACKGROUND & FINDINGS:

The Lions Club Is interested in cleaning the equipment at Friendship Park sometime after the weather warms, no final plans have been made as of yet. The Cities role in this would be to supply water and possibly water hoses, if necessary.

FINANCIAL IMPACT

None

RECOMMENDATION:

Staff welcomes volunteer community service efforts

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: March 17, 2025

Contact: Anthony Tucker

AGENDA ITEM:

Update on restoration of Historic Benches at Parkway Park.

BACKGROUND & FINDINGS:

Plans are underway to restore historic benches and tables at Parkway Park. Staff has contacted another vendor to restore the benches rather than covering them and the retention wall with more paint. That1painter has suggested that even painting to look like stone may not create the finished product expected. Also, upon further inspection, it was discovered that one of the picnic tables is slowly buried due to erosion from the slope behind it.

FINANCIAL IMPACT

Unknown

RECOMMENDATION:

Staff is currently working on the Restoration option of the Historic benches, and working around the slope sliding down and burying one of the benches. No updates on costs.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager