

**AGREEMENT FOR
CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES**

THE STATE OF TEXAS §

THE COUNTY OF TARRANT §

THIS FRANCHISE AGREEMENT FOR CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES (THE “AGREEMENT”) IS MADE BY AND BETWEEN City of Keller, a municipal corporation of Tarrant County, Texas (“City”), acting by and through its duly authorized City Manager, and Community Waste Disposal (“Contractor”).

W I T N E S S E T H

WHEREAS, City and Contractor desire to enter into a contract for Contractor to provide full service Refuse collection and disposal services of Garbage, Recycling, Brush, and Solid Waste from residential and Commercial Premises within the corporate limits of City and all future annexation to City;

NOW, THEREFORE, for and in consideration of the Premises and mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, City and Contractor do agree as follows:

A G R E E M E N T

Article 1. Term

Subject to earlier termination as provided in this Agreement, the term of this Agreement shall be for a period of five (5) years, beginning September 1, 2026 and terminating August 31, 2031, with one (1) five-year renewal option upon the mutual agreement of both parties on or before May 31, 2031. Written notice must be provided by either Party one-hundred and eighty (180) days prior to the end of the Term, as provided herein if either party does not want to renew the Agreement under the existing terms.

Article 2. Exclusivity of Contract Rights

Contractor shall have the sole and exclusive franchise, license, and privilege to provide any and all solid waste collection and residential and commercial recycling collection to include, but not limited to, the following services within the corporate limits of City:

- Residential Curbside Service
- Residential Backdoor Service
- Residential Senior Citizen Curbside Service
- Residential Senior Citizen Backdoor Service
- Residential Recycling Service
- Residential Door side Household Hazardous Waste and Electronics Waste Collection Service
- Special On-Call Brush Collection Service

- Commercial Curbside/Hand-load Service
- Commercial Front-Load Container Service
- Commercial Roll-Off Schedule Service
- Commercial Roll-Off Temporary Service
- Commercial Compactor Service
- Optional Commercial Recycling Service
- Construction Debris

In addition, Contractor shall at all times have the right of first refusal to the collection of Unacceptable Waste, dead animals, Stable Matter, and Hazardous Waste from Residential, Commercial, and Industrial Premises. Keller Independent School District campuses and facilities shall not be subject to this franchise agreement.

Article 3. Definitions

The following words, terms, and phrases, when used in this Agreement, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

Acceptable brush: Tree, shrub, and bush trimmings that are bundled in lengths no more than four (4) feet and no more than fifty (50) pounds in weight.

Acceptable waste: Any and all waste that is solid waste, refuse, or residential garbage including acceptable brush, garbage, yard waste, and trash, as solid waste is defined under the laws of the United States and/or the State of Texas and/or the regulations promulgated thereunder, and that is acceptable for disposal in a Landfill, except for Unacceptable Waste, as defined herein. No garbage that produces noxious odors is allowed.

Agreement: The contractual agreement made and entered into by the city and the contractor for the collection, transportation, and/or disposal of solid waste, and/or the collection, transportation, and/or processing of recyclable materials.

Backdoor service: All handicapped or disabled customers, who have provided verification to the contractor from a physician as to their inability to carry containers to the curbside, may place containers at their front doorstep to be visible from the street, or at a location as may be determined by the contractor. The contractor shall not be responsible for entering garages or behind enclosed fences.

Biodegradable bag: bags, including brown paper kraft bags often used for Yard Waste, that can be decomposed by bacteria or the action of living organisms.

Brush: Tree, shrub, and bush trimmings.

Bulky waste: Solid waste that is too large, heavy, or bulky to be collected during normal garbage collection, including, but not limited to, acceptable brush, stoves, refrigerators

(with verification that CFC components have been removed by a certified technician), water tanks, hot water heaters, washing machines, other large household appliances, furniture, and materials resulting from minor remodeling; but, excluding construction debris, unbundled brush, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers. Nothing that constitutes unacceptable waste shall be considered bulky waste.

Bundle: Tree, shrub, and brush trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length and/or fifty (50) pounds in weight.

City: The City of Keller.

Commercial hand collect unit: A retail or light commercial type of business that generates no more than one (1) cubic yard, or not more than six (6) plastic bags, of refuse per week.

Commercial premises: All premises, locations, or entities, public or private, including industrial premises, requiring refuse collection within the corporate limits of the city, that are not residential premises.

Commercial refuse: All bulky waste, construction debris, garbage, rubbish, and stable matter generated by a customer at a commercial premise; nothing that constitutes unacceptable waste shall be considered commercial refuse.

Community Clean-up Program: A program whereby the City assesses a monthly fee to residential customers to be applied towards clean-up programs within the community to include, but not limited to, storm debris pick-up, city-wide clean-ups, and educational and promotional activities.

Consumer Price Index (CPI-DFW): The revised Consumer Price Index for the Dallas/Fort Worth Metropolitan Area (CPI-DFW), twelve-month average for all items as published by the United States Department of Labor, Bureau of Labor Statistics, Region 6. In the event the United States Department of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the United States dollar as may then be available so as to carry out the intent of this provision.

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

Container: A receptacle constructed of plastic, metal, or fiberglass; and having handles of adequate strength for lifting. The mouth of the container shall have a diameter greater than, or equal to, that of the base. Container may also be a plastic garbage bag or sack.

Contract documents: The request for qualifications and proposals, instruction to the contractors, the contractor's proposal, any best and final offer or written clarification accepted by City, general specifications, the contract performance bond, and any

addenda or changes to the foregoing document agreed to by the City and the Contractor, and the agreement signed by the Contractor and City.

Contractor: Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable material collection and processing.

Customer: A residential user, commercial hand collection user, and/or commercial/industrial user who generates refuse.

Debris: Dirt, concrete, rocks, bricks, lumber, plaster, sand or gravel, other waste building materials, automobile frames, or large, uncut dead trees.

Disposal site: See landfill (sanitary).

Electronics Waste (E-Waste): Used consumer electronic equipment that is near or at the end of its useful life.

Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

Hazardous waste: Any waste characterized, identified, listed, or regulated as hazardous by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. Section 1002, et seq., as amended, or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et seq., and regulations promulgated thereunder, or applicable by state law concerning the regulation of hazardous or toxic wastes.

Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFLs, fluorescent bulbs, etc. that are near or at the end of their useful life.

Landfill: A lawfully permitted facility where solid waste is lawfully disposed of by the Contractor.

Medical waste: Solid waste generated by healthcare-related facilities and associated with healthcare activities, not including garbage or rubbish generated from offices, kitchens, or other non-healthcare activities. The term includes special waste from healthcare-related facilities, which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps, as those terms are defined in 25 TAC §1.132 or any successor. The term does not include waste produced on farmland and rangeland as defined in Agricultural Code, § 252.001(6) or any successor, nor does the term include artificial, nonhuman materials removed from a patient and/or requested by a patient, including, but not limited to, orthopedic devices and implants.

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.

Producer: An occupant of a residential premise or commercial premise who generates refuse.

Recyclable materials: Commodities collected by the contractor, which can be sold for processing and use or reuse including, but not limited to, newsprint, magazines, catalogs, copy paper, office paper, plastic containers (#1, #2, #3, #4, #5, and #7 PET and HDPE), glass containers, aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books. Recyclable materials are not solid waste; however, recyclable materials may become solid waste at such time, if any, as abandoned or disposed of rather than recycled, whereupon it will be solid waste with respect only to the party actually abandoning or disposing of the material.

Recycling: A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete, are collected, separated, ground, or processed and returned to use in the form of raw materials used in the production of new products or for any beneficial purpose. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

Recycling container: A plastic receptacle with an attached waterproof lid, imprinted with the Contractor's logo, and with a minimum capacity of sixty-four (64) gallons, for the purpose of curbside collection of recycling commodities.

Recycling bin: A plastic receptacle accompanied with a lid, imprinted with the Contractor's logo, and with a minimum capacity of eighteen (18) gallons, for the purpose of curbside collection of recycling commodities.

Refuse: Residential and commercial bulky waste, construction debris, and stable matter generated at residential or commercial premises. Refuse excludes debris not included in definitions construction debris and unacceptable waste.

Residential solid waste: All acceptable waste generated by a customer at a residential premise, excluding unacceptable waste and debris, but including acceptable brush and bulky waste.

Residential premises: A dwelling within the corporate limits of the city occupied by a person or group of persons comprising not more than four (4) families. A residential premise shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of more than four (4) units, shall be treated as a residential

premise, except that each single-family dwelling within any such residential premises shall be billed separately as a residential premises.

Rubbish: Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit.)

Special waste: Waste that is defined as such by applicable state or federal regulation and which because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and disposal to protect the human health or environment. Special waste shall include (a) waste from a non-residential source, (b) dead animals, (c) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.), (d) waste transported in a bulk tanker, (e) liquid waste, (f) sludge waste, (g) stable matter, (h) waste from an industrial process, (i) waste from a pollution control process, (j) residue and debris from the cleanup of a spill or release of a chemical, and (k) any other waste which because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical, infectious, or other characteristics jeopardizes or may jeopardize the environmentally sound operation of the landfill, as determined by the contractor in its sole discretion.

Solid waste: All non-hazardous (as defined by the Comprehensive Environmental Response, Compensation, and Liability Act [CERCLA] and other applicable laws) and non-special (see Special Waste definition) solid waste material including any unwanted or discarded waste material in a solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, and community and institutional activities; including, but not limited to: garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings, Christmas trees), discarded appliances, and home furniture and furnishings. The term does not include: (a) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under the Water Code, Chapter 26; (b) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; (c) waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under the Natural Resources Code; (d) special waste, (e) medical waste, or (f) hazardous waste; provided that such material must be of the type and consistency to be lawfully accepted at the landfill under the applicable Federal, State, and local laws, regulations, and permits governing each.

Solid waste container: A plastic receptacle with an attached waterproof lid, imprinted with the Contractor's logo, and with a minimum capacity of ninety-five (95) gallons, for the purpose of curbside collection of acceptable solid waste.

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.

Yard Waste: Grass, leaves and brush from general yard maintenance.

Unacceptable waste: Any and all waste, the acceptance and handling of which by the contractor or the disposal of which in a landfill would cause a violation of any landfill permit or applicable law or which is prohibited by applicable laws, cause substantial damage to all or any portion of the landfill or any improvements thereon or equipment used in connection therewith, the contractor's equipment or facilities, or present a substantial danger to the health or safety of the public or the contractor's or city's representatives, agents, or employees, including (without limitation) hazardous waste, medical waste, special waste, asbestos, brush which is not considered acceptable brush (tree, shrub, and bush trimmings that are bundled in lengths no more than four (4) feet and no more than fifty (50) pounds in weight), and refrigeration appliances that have not had CFC's removed by a certified technician. Unacceptable waste also includes waste which is prohibited from disposal at the landfill by the contractor including tires, concrete, and bulk petroleum or chemical products or by-products; liquid waste, as defined herein, and septic tank pumping and grease and grit trap wastes, sludge waste, including water supply treatment plant sludges and stabilized and/or unstablized sludges from municipal or industrial wastewater treatment plants, or dead animals and/or slaughterhouse waste, except for animals euthanized under authority and direction of the city.

Article 4. Implementation Plan

Contractor shall submit a written Implementation Plan no later than ten (10) business days after award by City Council to the City for review (email submission acceptable). City staff shall work with Contractor to approve informational materials to Residential and Commercial Customers. Contractor shall make a representative available to meet with City as requested to discuss implementation logistics and communications.

Article 5. Types of Collection

1. Residential Collection: Contractor shall provide curbside or backdoor collection service for residential Solid Waste within the corporate limits of the City, according to the approved rates. Regular collection shall occur twice weekly between Monday and Friday. No residential collection will occur on Saturday or Sunday except as provided elsewhere in this Agreement, approved by City, or required to address missed collections, holiday schedules, special collection programs, or other service obligations. Contractor shall conduct all collection between 7:00 a.m. and 7:00 p.m.

Contractor shall collect up to four (4) 95-gallon resident-provided containers and/or twenty (20) bags of household trash per collection. Residents have the option to receive one (1) Contractor provided ninety-five (95) gallon Solid Waste Container for no additional monthly charge. Contractor agrees to replace the Solid Waste Container throughout the term of the Agreement, due to normal wear and tear. Residents must contact the

Contractor to schedule delivery. Replacement of lost, stolen or destruction of the Solid Waste Container (other than its intended use) or a request for additional Solid Waste Containers, will be subject to the rate stated in Exhibit A – Rate Table. The Contractor shall have the right to retain ownership of the ninety-five (95) gallon Solid Waste Container at the end of the initial term, subsequent renewal terms or future agreements.

On residents' second collection day of each week Contractor shall also collect up to two (2) cubic yards of bulky waste or bundled brush.

The residential collection schedule shall include a Yard Waste program where Contractor shall collect up to twenty (20) total bundles or biodegradable bags of Yard Waste and deliver them to a composting facility. Yard Waste collection shall occur on a schedule approved by City and must coincide with a regular solid waste collection day. City agrees to not unreasonably withhold approval of such schedule.

Residential collection shall include seasonal curbside collection of Christmas trees. The City will encourage resident waste to be placed in sealed bags or containers. Brush shall be tied and bundled as required by this Agreement, unless otherwise expressly provided herein.

City shall bill Residential Customers according to the approved rates, retain all franchise fees, and remit all appropriate funds to Contractor as provided in this Agreement.

Contractor shall be required to pick up all Acceptable Waste generated from a Residential Premise, provided the same is placed in an approved Container, bag, bundle, or other form authorized by this Agreement. Special Haul services requested by a Customer for loose brush or other acceptable residential waste materials that cannot be containerized shall be provided at the rates stated in Exhibit A – Rate Table.

2. Commercial Collection: Contractor shall provide for the collection of Commercial Solid Waste from Commercial Premises within the corporate limits of City as frequently as the owner or agent of any Commercial Premises may require, provided that the charges for such collection services are not greater than those set forth in Exhibit A – Rate Table, as adjusted in accordance with this Agreement. Contractor will bill regular and temporary Commercial front-load, roll-off and hand-load customers and remit all franchise fees and sales taxes to the appropriate taxing entity. Contractor shall have the right to collect unpaid amounts from Commercial Customers.

Commercial service charges will be determined by size of Container requested and frequency of pick up. Tonnage or weight has no bearing in charges for collection of Commercial waste serviced in front load containers. 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 of service to achieve compliance with GVW limits. Customer shall be responsible for charges for such changes.

Collection service shall be at least once per week to maintain the Commercial Premises free of accumulation of waste. If collection is from a Container, that Container should be located on a concrete pad to accommodate equipment. City shall be the sole determinant of acceptable dumpster pads, locations, and screening. Provision of pads and screens shall be at the Commercial Customer's expense.

City may require additional capacity or frequency of collections to ensure sanitary conditions are maintained on Commercial Premises. Contractor shall be compensated for such additional services by the Commercial Customer.

Contractor may lease Containers for waste storage to the owner or occupant of Contractor's Commercial, institutional, and industrial accounts. In the event any such lease agreement is entered into, Contractor shall lease the Container at the rate approved by City.

It is specifically understood and agreed that Contractor shall make lease Containers available to the owner or occupant of any Premises within the City which requires Container storage. In the event any such lease agreement is entered into, Contractor shall lease the Container at the rate approved by City.

- All Contractor-supplied Containers shall be equipped with suitable covers to prevent blowing or scattering of waste while parked at a Premise, in route to a disposal site, or on other public or private properties.
- All such Containers shall be cleaned and maintained regularly by Contractor so as to be in good repair, and of a good appearance, including repainting and reconditioning when necessary.
- All such Containers shall be clearly marked with Contractor's name and telephone number in letters not less than two (2) inches in height.
- Contractor shall reimburse the owner of any Premises where such Containers are placed for any damage caused by Contractor's vehicles or Containers to such Premises.
- Containers and enclosures for Containers shall be located in a manner that allows for safe access and sufficient ingress and egress to and from the Premises. If unsafe access is identified by Contractor or City, City may require the Commercial Customer to relocate, modify, or otherwise correct the location or enclosure before Contractor is required to service such Container.

3. Residential Curbside Recycling: Contractor shall provide each Residential Premise up to two (2) Recycling containers and/or Recycling bins for Recyclable Materials. The charge for collecting up to two (2) Recycling containers or Recycling bins shall be the same as for the collection from a single Recycling container or Recycling bin. Contractor shall provide City a supply of 18-gallon Recycling bins and lids for distribution at Town Hall and shall make weekly deliveries of 64-gallon recycling containers to residents upon request.

Contractor shall provide a single-stream recyclable collection service. Residents will not be required to separate recyclable materials by type of material. Contractor shall provide Recycling service to each Residential Premise once per week based on a mutually agreeable schedule that includes recycling pick-up to occur on the same day as a regular solid waste collection day. City agrees to not unreasonably withhold approval of such schedule. The collection of the Recyclable Materials shall occur at the curb. Contractor shall collect Recyclable Materials set out for collection outside the normal Recycling Bin when necessary. An example includes extra newspapers bundled and/or bagged where volume is greater than Recycling Bin size. Contractor shall also provide City a Recycling report detailing volume collected on a monthly basis. City will accept percent of diversion for reporting.

At a minimum, residential recycling collection should include all materials listed under the definition of Recyclable Materials under this Agreement.

4. Household Hazardous Waste (HHW) and Electronics Waste (E-Waste) Collection:

Contractor shall offer residential monthly door side pickup of Household Hazardous Waste and Electronics Waste on an on-call basis, at a frequency of no more than once per month per household. Contractor shall deliver the necessary collection bags for HHW and E-Waste materials directly to the resident via mail or other courier service. Collection shall be limited to acceptable HHW and E-Waste items listed in Exhibit B of this agreement.

5. Optional Commercial Recycling: Contractor shall offer optional recycling services to commercial businesses. Collection shall be made on a schedule agreed upon by Contractor and Commercial customer, not to exceed once per week. Businesses that elect to participate in recycling services will be required to place recycling containers for curbside collection within twenty feet (20') of where the collection truck can pull up.

At a minimum, recycling services for businesses that elect to pay for and receive said service should include all materials listed under the definition of Recyclable Materials under this Agreement.

Contractor shall be responsible for transporting the Recyclable Materials to a processing site and must have established buyers or markets for the Recyclable Materials. Contractor shall identify the buyers of the Recyclable Materials upon request by City. Contractor shall be totally responsible for the processing and marketing of all Recyclable Materials collected pursuant to this Agreement.

Contractor shall participate in recycling revenue sharing with the City. The Contractor's revenue sharing program factors market value of material, a known component percentage of the materials, residue, the per ton processing fee, and the City's share of net positive revenue. All calculations are contract-to-date calculations; therefore, all accumulated shortfalls in the program are considered before revenue share is paid to the City. Remittance to City shall be made on a quarterly basis. The City will never be required to pay Contractor for revenue share regardless of how low material values go. Details

regarding the calculation methodology are provided as Exhibit C – Recycle Revenue Sharing Model.

Non-Collection of Recyclable Materials

If Contractor's employees determine that the Recyclable Materials set out by the Customer fall outside the definition in this Agreement of what is acceptable Recycling Materials or include Unacceptable Waste, Contractor may leave the inappropriate materials in the Recycling bin or, if Customer left the materials outside the Recycling Bin, outside the Recycling Bin. A sticker shall be attached to the Recycling bin or the materials explaining the reason the materials were rejected. Contractor will not be required to collect Recyclable Materials mixed with Solid Waste normally collected by Solid Waste collecting crews.

Article 6. Duties and Obligations of Customers

City agrees to establish or retain by ordinance requirements as follows:

- All Residential Waste shall be placed in a receptacle constructed of plastic, metal, or fiberglass; and having handles of adequate strength for lifting. The mouth of the container shall have a diameter greater than, or equal to, that of the base. Container may also be a plastic garbage bag or sack. Containers and/or Recycling bins shall be placed either at the curbside on the street bearing the Customer's address or, for Backdoor Service, at their front doorstep to be visible from the street, or at a location as may be determined by Contractor and accessible without entering a gate. Contractor shall not, or be responsible for, entering garages or behind enclosed fences. Contractor must be notified by the residential Customer prior to any change in acceptable locations.
- Waste, Recycling bins, Bulky Waste, Yard Waste and/or Acceptable Brush shall be placed at curbside not later than 7:00 a.m. on the day of scheduled collection, if they are to be picked up; however, no materials shall be placed at curbside prior to 7 p.m. the evening before the day of pickup.
- Yard Waste must be placed in biodegradable bags or bundled according to the guidelines for Acceptable Brush for collection on weekly Yard Waste Days.
- No waste shall include Unacceptable Waste.
- All waste mixed with water or other liquids shall be drained before being placed into a Container.
- To the fullest extent possible, Recyclable Materials should be protected by the Customer against contaminants that require disposal at a landfill rather than Recycling.
- If any Brush cannot be placed in disposable Containers, it shall be cut in lengths no more than four feet (4'), bundled and stacked at curbside. Weight of each individual bundle should not exceed fifty (50) pounds.

Article 7. Duties and Obligations of Contractor

It is expressly understood and agreed that Contractor shall collect and dispose of all Acceptable Waste, Recyclable Materials, Bulky Waste, and/or Acceptable Brush accumulated on Premises within the corporate limits of City where a charge for such service is made by City. Contractor shall, at its own expense, furnish the Landfill site, personnel, and equipment to collect and dispose of waste as described herein and shall establish and maintain in an efficient and businesslike manner such daily routes and special schedules as may be necessary to fulfill the waste service requirements set forth in this Agreement.

The holidays listed below shall be observed by the Contractor, at Contractor's choice, and no collection shall be made on those holidays. On or before Contractor's Annual Review, which shall be held no later than the last day of February each year, Contractor shall submit to City staff a written plan or schedule for addressing missed collections due to holidays for the upcoming year to allow time for notification to Residential and Commercial Customers. The following days are typical legal holidays for the purposes of this Agreement:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

Contractor shall present an Annual Review of operations to a committee of Council Members and City staff, no later than the last day of February beginning in 2027.

All materials Contractor creates that reference City policies or events relating to services defined in this Agreement, including, but not limited to, brochures, award applications, community presentations, electronic and hard copy mass-notifications shall be approved by City prior to distribution.

Article 8. Special Provisions

1. Regular Service for City Owned or Operated Facilities (included in base rate): Contractor shall make, at no charge to City, the collection, transportation, and disposal of waste accumulated by City at City owned or operated facilities. Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off Containers as requested by City for special events and ongoing or special projects. Contractor shall furnish temporary 80-100 gallon garbage containers for city-sponsored special events at no charge. In the event that City's Containers are full and are in need of a special disposal, Contractor shall accommodate City when possible. See Exhibit D for City Facilities locations and service table and list of annual special events.

2. Recycling Services at City facilities: Contractor shall provide carts (minimum 65 gallon; approximately twenty (20) carts total) for each City building for employee participation in

single stream recycling equivalent to residential service with once a week pick-up by Contractor.

3. Storm Debris Management Program: In the event of a major storm or other natural disaster beyond the City's control, the Contractor shall have the right of first refusal to provide storm debris management at the request of the Office of the City Manager.

Contractor shall provide, at no additional charge, up to fifty (50) claw/brush truck hours per year, including disposal, for use at City's discretion for storm cleanup, illegal dumping removal, or other ad hoc cleanup services. Once notified by City, and depending on the size of the cleanup, Contractor shall dispatch a claw/brush truck to remove debris. Storm Debris Cleanup hours shall not be carried over to the following year. Any services requested by City in excess of the foregoing annual no-charge hours shall require separate written authorization by City and Contractor.

Contractor and the City agree that Contractor does not have the exclusive right to clean up the material generated within the City as a result of a Storm Event as the City may choose to augment the collection by the use of City forces and/or another contractor to expedite the removal of Storm Event debris.

4. Open Landfill/Transfer Station: Contractor shall provide free Landfill/Transfer Station disposal to all City residential Customers on the first Saturday of each month, excluding legal holidays, upon presentation by such Customers of their most current water bill and a valid driver's license. City shall have free dumping privileges at Contractor's transfer station during the term of this Agreement. All materials to be disposed of must not fall outside of any regulations pertaining to hauling/disposal of waste.

5. Annual Leaf Collection: Contractor shall coordinate a seasonal leaf collection program each year to address the high volume of leaves generated on residential premises. The annual program should include access for Residential Customers to Contractor's Transfer Station for the purpose of dropping off unlimited amounts of yard waste upon presentation of Customer's most current water bill and a valid driver's license. Yard waste dropped off at Contractor's Transfer Station as part of the annual leaf program shall be delivered to a composting facility. Contractor should provide city staff a written plan for the annual leaf collection each year during the Annual Review and shall work with city staff each year to evaluate the success of the program in meeting the community's collection needs. The annual written plan should include, at minimum:

- Up to eight (8) special Saturday collection dates in late fall/early winter designated for curbside leaf collection from residents who sign up via the city website by the deadline agreed upon by City and Contractor. During each of the weeks preceding the Saturday collections residents shall, in addition to the quantities and volumes described under Article 5, Section 1 of this agreement, be allowed to place out for collection ten (10) bags of leaves on their first collection day of the week and twenty (20) bags of leaves on their second collection day of the week. On heavy weeks of the season, Contractor shall sweep the whole City.

- When mutually agreed, additional Saturdays may be dedicated as leaf recycling dates as needed, for no additional charge, depending on when the leaves fall.
- Specific dates on which residential customers may drop off Yard Waste at Contractor's Transfer Station. During this time period all Yard Waste delivered by City's residential customers shall be composted.

6. *Annual Residential Cart Wash*: Contractor shall provide one free curbside cart wash service per year to each Residential Customer, which includes the cleaning of both the trash and recycle cart, on a schedule approved by City. Residents shall contact Contractor to schedule a cart wash on a preset day each month. All runoff and wastewater resulting from the washing service shall be recaptured onsite by Contractor.

Article 9. Routes of Collection

Collection routes shall be established by Contractor and approved by City. City shall approve all routes of residential and Commercial collection. City shall not unreasonably withhold approval. Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all residential Customers as part of the Implementation Plan and as updated from time to time. City has the right to reasonably reject and request modification of routes, and updates on routes, of Contractor if the need arises.

Article 10. Customer Service & Complaints

Contractor must have an office within the Dallas-Fort Worth Metropolitan area. Contractor agrees, at its own expense, to keep a toll-free or local telephone number approved by City answered (mechanical answering machine or voicemail-only is not acceptable) from 8:00 A.M. to 5:00 P.M., Monday through Friday; and 8:00 A.M. to 2:00 P.M., on Saturday, excluding legal holidays, for the purpose of handling complaints and other calls regarding Solid Waste and/or recyclable collection service. This number shall be answered by at least two (2) customer service representatives dedicated to the City of Keller who shall be the only representatives answering and responding to calls from Keller residential customers. These representatives shall have authority to represent Contractor in its relations with the public and shall maintain a service guideline document that shall be shared with City of Keller staff to maintain uniform communication with residents. Any desired changes to this document shall be agreed to by both parties in writing. Contractor shall also maintain voicemail and website access for complaints after 5:30 p.m.

Contractor shall also provide City the phone numbers of at least three (3) Contractor representatives who can be contacted for after-hours emergencies. Complaints received from residential or commercial customers prior to 12 p.m. on any day for a missed or incomplete pickup shall be collected that same day. Complaints received after 12 p.m. on any day for a missed or incomplete pickup shall receive priority and such garbage, recyclables, Bulky Waste, Yard Waste, or Acceptable Brush which are the subject of the complaint shall be collected by 12 p.m. the following day. Complaints regarding Household Hazardous Waste or Electronics Waste shall be handled in accordance with Article 5, Section 4 and Exhibit B of this Agreement.

Contractor agrees to designate and maintain a route supervisor for the City, who may be reached for after-hours emergencies and other special circumstances and shall have authority over residential and commercial routes. The route supervisor shall be required to check in with City of Keller staff at an in-person meeting not less than twice per month to review any concerns or ongoing issues.

Should a dispute arise between City, Contractor, and/or Customer as to whether Contractor actually failed to make a collection (missed a pick up) the decision of City shall be final, and Contractor shall abide by such decision. City, upon request, shall be given access to Residential and Commercial Customers' billing history and transactions and any other records relating thereto.

It is specifically understood and agreed that if the Customer fails to timely place a Container out, maintains improper or inadequate Containers for the nature, volume, or weight of Acceptable Waste to be removed from the Premises, or places improper Bundles or volumes of waste for collection, or places Hazardous Waste, Special Waste, or other Refuse in violation of this Agreement, Contractor may refrain from collection of all or a portion of such Refuse that is rendered not collectable due to any of the aforementioned circumstances. Contractor shall notify both City and the Customer of the reason for any such non-collection (unless such non-collection is due to the Customer's failure to timely place the waste for collection). Contractor's notice to the Customer shall be in writing, attached to the Container or the front door of the residence or Commercial establishment, so that it is highly visible to the customer, and shall indicate the nature of the violation and the correction required in order that such Solid Waste may then be collected at the next regular collection date.

Article 11. Charges for Non-Performance

In the event Contractor shall fail to perform any of the obligations set forth, then, in addition to any and all of the remedies set forth in this Agreement, Contractor agrees to pay to the City the following liquidated damages:

- i. A charge of \$50 shall be made for each missed collection at a single address when a Residential or Commercial Customer reports a missed collection provided that:
 - a. The missed collection is reported not later than 48 hours following the end of the scheduled collection date;
 - b. Two or more missed collections have been reported at the same address within the 90-day period prior to the missed collection for which the charge is to be assessed.
- ii. A charge of \$100 shall be made if Contractor fails to clean up any spill or leak of Waste Material caused by Contractor, Contractor's vehicles or Contractor's employees or subcontractors within twenty-four (24) hours of receipt of written notice from City of such spill or leak; provided, however if the nature of the leak or spill is such that completion of the cleanup cannot reasonably be completed within 24 hours of notification, or inclement

weather prevents proceeding with the cleanup, Contractor shall be provided reasonable additional time to complete the clean up properly.

- iii. A charge of \$50 per call shall be assessed for residential complaint calls received by City in excess of 50 per month.
- iv. The City may levy penalties against the Contractor for not providing records to the City as required by this Agreement. The penalty shall be \$100.00 per week, per record that is not provided to the City in accordance with this Agreement.

Contractor shall remit payment to City for all charges incurred and invoiced by the City under this Article 11 within thirty (30) days of the date of the City's invoice. The Parties agree that the City may deliver the foregoing invoices through email or other electronic means as agreed to by the Parties.

To prevent misunderstanding and litigation, City Manager, or designee, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of the performance, and the acceptable fulfillment of this Agreement on the part of Contractor; and City Manager, or designee, shall determine whether or not the amount, quantity, character, and quality of the work performed is satisfactory. City Manager, or designee, shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this Agreement and his reasonable findings and conclusions shall be final and binding on both parties. If at any time during the term of this Agreement performance of Contractor does not meet the standards set forth herein, Contractor, upon notification by City, shall increase the forces, tools, or equipment as needed to properly perform the Contract. The failure of City to give such notification shall not relieve Contractor of the obligation to perform the work at the time and in the manner specified by this Agreement. Contractor and City agree that City Manager, or designee, will be the final authority for the approval of charges for any service not contemplated by this Agreement and for the disposition of any dispute regarding performance between City, Contractor, and any Customer.

Article 12. Collection-Equipment

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 waste from accounts serviced by Contractor in accordance with this Agreement. No trucks assigned to this Agreement shall be older than an age of ten (10) years.

Protection from Scattering: Each vehicle shall be equipped with a cover, which may be net with mesh of not greater than one and one-half inches (1-1/2"), or 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. 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.

Due to street size variations in City, Contractor shall provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities. Damage caused by collection equipment such as spillage, broken curbs or sidewalks, and ruts off pavement shall promptly be repaired or replaced at Contractor's expense in the case of negligence. Contractor shall be responsible for damage to curbs, sidewalks or paved surfaces caused by the weight of Contractor's vehicles.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number, and unit number legible from one hundred fifty feet (150'). No advertising, except the company logo, shall be permitted on vehicles without prior City approval. All collection equipment shall be maintained in a safe and working condition throughout the term of this Agreement. Such vehicles shall be maintained through a regular preventative maintenance program and painted as often as necessary to preserve and present a well-kept appearance. Contractor shall furnish City a list of all equipment to be used fulfilling this Agreement and shall update that list as may be requested by City. City may inspect Contractor's vehicles at any reasonable time that does not interfere with Contractor's operations ensure compliance of equipment with this Agreement; provided, however, that Contractor shall have no obligation to assemble vehicles for any such inspection. Vehicles are to be 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 neat and sanitary condition.

Contractor may lease Containers for waste storage. In the event any such lease agreement is entered into, Contractor shall lease the Container at the rate approved by 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 Contractor's name and telephone number in letters not less than two inches (2") in height. Such Containers shall be maintained in City approved single color or color scheme.

Article 13. Spillage

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 Contractor. A fork, push broom, and a scoop-type shovel shall be maintained on each truck for cleanup activity. Contractor shall, if necessary, hand clean all spillage resulting from its collection activities. City, at its discretion, may require Contractor to pressure wash a particular area following a spillage event, with a water reclaiming system. City may also inspect Contractor's vehicles at any

time with reasonable notice, to ensure compliance of the equipment with this Agreement, or require equipment replacement schedules to be submitted to City. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the designated contact of City so that proper notice can be given to the Customer at the Premises to properly contain Refuse.

Contractor shall not be required to clean up extra Refuse surrounding a Commercial container, or placed within a Commercial container enclosure, provided that the extra Refuse is not the result of a missed collection. Should such Commercial spillage occur, City may require the Commercial Customer and Contractor to increase the frequency of collection of the Commercial Customer's Refuse or require the Customer to utilize a Commercial Container with a larger capacity, and Contractor shall be compensated for such additional services.

Article 14. Vicious Animals

Employees of 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 Contractor shall immediately notify City, in writing, of such condition and of his inability to make collection.

Article 15. Disposal of Refuse

It is specifically understood and agreed that Contractor shall be responsible for disposing of all acceptable waste collected, in accordance with the terms and conditions of this Agreement, from Premises in the corporate limits of City, and shall not in any event dispose of same within the corporate limits of City. All disposal practices shall be done in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA). Contractor shall deliver all Household Hazardous Waste to a facility legally permitted to accept such waste.

Article 16. Reporting Requirements

Contractor shall provide the reports listed below to the city on a daily basis. Reports shall include the property address, date reported by customer and date resolved.

- Commercial Open and Outstanding Grievances
- Residential Open and Outstanding Grievances
- Commercial Recurring Grievances
- Residential Recurring Grievances
- Residential Non-compliant list

The Commercial and Recurring Grievances reports shall include all addresses that report more than one (1) grievances within the 90-day period preceding the report date. Daily reports should include any inquiries or complaints reported by the city to Contractor, including those regarding the city facilities listed in Exhibit D.

Contractor shall provide City with monthly reports for Residential Garbage Collection, Recycling, Yard Waste, Household Hazardous Waste and Electronics Waste Collection within two (2) weeks of the end of the reporting period. This report should include the tonnage of all materials collected for the month. Recycling reports should include a percent of diversion.

Contractor shall provide the City with a monthly report of residential and commercial customer contacts regarding service issues within two (2) weeks of the end of the reporting period. This report shall also include the city facilities listed in Exhibit D. Customer complaint reports should include the total number of complaints, number of complaints based on service provided, and percentage of complaints received in relation to total number of customers.

All reports should provide monthly as well as annual cumulative totals. A summary of all required reports should be presented by Contractor during the Annual Review.

Article 17. Compliance with Laws

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

Article 18. Discrimination Prohibited

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

Article 19. Bond

1. Performance Bond: As security for the services as stated herein, Contractor shall provide City a Two Hundred Fifty Thousand Dollar (\$250,000) performance bond that is annually renewed prior to the end of each covered year. Contractor shall pay any and all premiums for the performance bond described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to City with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety to do business in the State of Texas.

2. Power of Attorney: Attorneys-in-fact who sign bonds must file with each performance bond a certified and effectively dated copy of their power of attorney.

Article 20. Insurance

SECTION A. Prior to the approval of this Agreement by City, Contractor shall furnish a completed Insurance Certificate to City, which shall be completed by an agent authorized to bind the named underwriters/insurance carriers to the coverages, limits, and termination provisions shown thereon. City shall have no duty to pay or perform under this Agreement until such certificate has been delivered to City.

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the Contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to Contractor’s right to maintain reasonable deductibles, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor’s sole expense, insurance coverage written by companies licensed or approved by the State of Texas and possessing an A-VII A.M. Best Rating or equivalent. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractor under its insurance coverage. Insurance coverage required by this section shall be primary and non-contributory with any other insurance coverage and/or self-insurance carried by City, in the following types and amounts:

	TYPE	AMOUNT
1.	Workers' Compensation and Employer's Liability	Statutory \$1,000,000 each accident
2.	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Medical Payments	\$2,000,000 each occurrence \$4,000,000 general aggregate \$4,000,000 umbrella/excess liability follow form
3.	Comprehensive Automobile insurance, including coverage for loading and unloading hazards, for: a. Owned/Leased Vehicles b. Non-owned Vehicles c. Hired Vehicles	\$1,000,000 per occurrence \$2,000,000 aggregate or; \$2,000,000 combined single limits

1. **Required Provisions:** Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance shall contain and state, in writing, on the certificate, or its attachment, the following required provisions:

A. Show City and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

- B. Provide for thirty (30) days notice to City for cancellation, non-renewal, or material change; and ten (10) days' notice for workers' compensation coverage;
- C. Contractor agrees to waive subrogation against City, and its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance, except to the extent arising out of the negligence of City or its officers, employees;
- D. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one (1) year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period; and
- E. Provide for notice to City at the address shown below by registered or regular mail:

The Contractor shall notify the City in the event of any change in coverage and shall give such notices in writing not less than thirty (30) days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

Office of the City Manager
City of Keller
1100 Bear Creek Parkway
Keller, TX 76248

SECTION D. Approval, disapproval, or failure to act by City regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth in this Agreement. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate Contractor from liability.

Article 21. Consideration

City shall provide billing and collection services to and from all residential accounts, and shall transmit funds collected (city billings less accounts written off), less the 6.9% franchise fee, to Contractor on a monthly basis, commencing within thirty (30) days after the effective date of this Agreement. City agrees to collect and remit all appropriate sales taxes on residential collection services to the State Comptroller's Office. City agrees to use reasonable diligence in the collection of each account but does not guarantee its collection. Accounts may be written off as uncollectible after remaining unpaid for six (6) months or longer. Contractor reserves the right to collect those accounts deemed uncollectible by City. City will provide this information to Contractor monthly. After an account is unpaid for two (2) months, service is not required. City shall have the right to credit accounts in the appropriate amount, if the Customer's regularly scheduled pick up is missed, upon the final decision of City Manager, or his designee.

Contractor shall bill regular and temporary Commercial front-load, roll-off and hand-load customers and remit all franchise fees to City on a monthly basis with a report on billings and collections. Franchise fees shall be remitted to City in the amount of 6.9% on the gross base of receipts. City shall have the right to audit Contractor's list(s) of Commercial Customers and the fees being charged. Contractor agrees to collect and remit all appropriate sales taxes on Commercial front-load and roll-off collection services to the State Comptroller's Office. Contractor agrees to use reasonable diligence in the collection of each account but does not guarantee its collection. Accounts may be written off as uncollectible after remaining unpaid for six (6) months or longer. City reserves the right to collect those accounts deemed uncollectible by Contractor. Contractor will provide this information to City monthly.

Article 22. Remuneration

All rates charged by Contractor will be subject to an Annual CPI/CNG Fuel/Disposal Cost Adjustment. Base rates charged by Contractor for services to Commercial and Residential Units will remain fixed and will not be adjusted for years one (1) and two (2) of the contract. The first annual adjustment will be effective twenty-four (24) months from the contract start date, and subsequent adjustments may be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial customers as contained in the contract. Rates and fees will be adjusted by Contractor for the third and subsequent Contract years for the term of the contract, based on the methodology described below. Contractor may request one increase per year that shall be submitted in writing no later than sixty (60) days prior to the contract anniversary date.

Contractor shall provide documentation for requested increase, including the impact of CPI, CNG fuel and disposal fees on Contractor's operations in Keller. Annual Cost Adjustment requests shall be evaluated based on documented cost impacts and shall not be denied solely on the basis of service performance; provided, however, nothing herein shall limit City's authority to approve, modify, or disapprove any requested rate adjustment based on the sufficiency of Contractor's documentation, compliance with the adjustment methodology and limitations set forth herein, calculation errors, unsupported costs, or other reasonable grounds. Approval of a properly documented Annual Cost Adjustment calculated in accordance with this Article shall not be unreasonably withheld or denied and is not based solely on service performance.

For contract years three (3), four (4), and five (5), approved Annual CPI/CNG Fuel/Disposal Cost Adjustments shall be limited to an average of no more than five percent (5%) per year over such three-year period, expressed as a cumulative cap of fifteen percent (15%) of the rates in effect immediately before the first adjustment for contract year three (3), unless Contractor seeks and is given approval by a majority vote of the City Council. In addition, no approved Annual CPI/CNG Fuel/Disposal Cost Adjustment shall exceed ten percent (10%) in any single contract year on the then-current overall rate to the customer, unless Contractor seeks and is given approval by a majority vote of the City Council.

For avoidance of doubt, the fifteen percent (15%) cumulative cap shall control over the annual cap. The annual cap shall not be interpreted to allow approved adjustments for contract years three (3), four (4), and five (5), in the aggregate, to exceed fifteen percent (15%) of the rates in effect immediately before the first adjustment for contract year three (3), unless approved by a majority vote of the City Council.

The cumulative cap described above is a maximum limitation only and shall not constitute a guaranteed, automatic, or banked adjustment. Contractor shall not be entitled to any adjustment unless the adjustment is supported by documentation and calculated in accordance with this Article. Unused adjustment capacity under the cumulative cap shall not create an independent right to a future increase.

No rate adjustment or maximum rate escalation for the optional five-year renewal term is established by this Agreement. Any rates or rate-adjustment methodology applicable to the optional five-year renewal term shall be subject to mutual written agreement of the parties as part of the renewal. If the parties do not reach agreement, either party may decline to renew in accordance with this Agreement.

CPI (see *System Chart for %*)

The basis for the CPI component of the annual increase will be the increase in the “Consumer Price Index – All Urban Consumers”, all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (see *System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year’s contract anniversary date. For subsequent years the Base CPI will be the previous year’s “Current Index Value” and the Current CPI Index will be the most recently published Index two (2) months prior to the current year’s contract anniversary date.

CNG FUEL (see *System Chart for %*)

The CNG Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (<https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm>). The contractor has designated (see *System Chart for amount*) % of fees and charges to be adjusted by the CNG Fuel index. For the Annual Cost Adjustment, the Base or Previous CNG Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent six (6) month period ending two (2) months prior to the date of the contract. The Current CNG Fuel Index will be Henry Hub Natural Gas price per MMBTU for the six (6) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous CNG Fuel Index will be the previous year’s “Current Index Value”, and the Current CNG Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the six-month period ending two (2) months prior to the current years contract anniversary date.

DISPOSAL (see System Chart for %)

The Disposal portion of the Annual Adjustment will be determined using the increase in the Contractor’s gate rate price plus related fees for the ARLINGTON Landfill. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment, to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the ARLINGTON Landfill gate rate effective on the date the Contractor’s bid was submitted. The Current Disposal Index will be the ARLINGTON Landfill gate rate in effect two (2) months prior to the first adjustment effective date. For all subsequent years of the contract the Base or Previous Index value will be the previous year’s “Current Index Value”, and the Current Disposal Index will be the ARLINGTON Landfill gate rate in effect one month prior to the current years contract anniversary date. In the event that the designated landfill closes or is no longer available to the Contractor, a new Landfill Cost per ton will be calculated utilizing the substituted Landfill’s rate per ton, plus any additional costs associated with increased time in/out of the new landfill, and increased travel to the new Landfill.

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	69%	58%	0%	74%	87%
CNG Fuel	3%	2%	0%	3%	3%
Disposal	28%	40%	100%	23%	10%
Total	100%	100%	100%	100%	100%

EXAMPLE (Residential Trash)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	74%	306.746	315.605	8.859	2.89%	2.14%
CNG Fuel Cost	3%	\$3.515	\$3.912	\$0.397	11.29%	0.34%
Disposal Cost	23%	\$32.00	\$32.50	\$0.50	1.56%	0.36%
Annual Adjustment	100%					2.84%

Article 23. Termination of Agreement

If, at any time, either party shall fail to substantially perform terms, covenants, or conditions herein set forth, the non-breaching party shall notify the breaching party of specific reasons in support of non-breaching party's claim that breaching party has materially breached the terms and provisions of this Agreement. The breaching party shall be allowed thirty (30) days from the date of receipt of notice to remedy any failure to perform. Should the breaching party not remedy its performance within such period, the non-breaching party may terminate this Agreement and the rights and privileges granted to the breaching party herein.

Relative to the Contractor's performance of, and obligations under, this Contract only, City shall have full power to examine or to cause to be examined at any time, and at all times the records of Contractor, with relation to the operation of the waste collection system within City. City shall be allowed only to review and examine but not copy or retain records, other than the reports and other documentation specified in this Agreement. In this connection, City shall have the right, through City Council or its designee, to take testimony and to compel the attendance of witnesses or the production of records and to examine witnesses under oath and under such rules and regulations as it may adopt. If Contractor or any officer or agent or employee of Contractor does not give testimony, City Council shall have the power to declare this Agreement in default and to terminate it in accordance with the provisions set forth in the section above.

Should Contractor not remedy its performance, after a hearing described herein, City may terminate this Agreement and the rights and privileges granted to the Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing, and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Agreement. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present, and shall be given the full opportunity to answer such claims that are set out against Contractor. If the City Council makes a finding that Contractor has failed to provide adequate refuse and/or collection services for the City, or has otherwise substantially failed to perform its duties as specified in the Agreement, the City Council may terminate said Agreement.

Article 24. Interruption in Service

In the event the collection and disposal of Solid Waste and collection of Recycling services should be interrupted for any reason for more than forty-eight (48) hours, City shall have the right to make temporary independent arrangements for the purpose of continuing the services to its residents in order to provide and protect the public health and safety.

If the interruption in service mentioned in the above paragraph continues for a period of seventy-two (72) hours, and is not caused by a catastrophe, riot, war, act of terrorism,

governmental order or regulation, strike, fire, act of God, accident, changes in laws, statutes, regulations or ordinances, or other similar or different contingency beyond the reasonable control of Contractor, then City shall have the right to terminate this Agreement and the rights and privileges granted to Contractor herein.

Article 25. 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, governmental order or regulation, fire, Act of God, or other similar or different contingency beyond the reasonable control of Contractor.

Article 26. Indemnification; Limits of Liability

Contractor shall defend, indemnify, and hold City and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or negligent omission of Contractor, or any agent, servant, or employee of Contractor in the execution of the performance of this Agreement, without regard to whether such persons are under the direction of City agents or employees. Notwithstanding the foregoing or any other provision in this Agreement, however, Contractor shall have no obligation to collect and no liability for, relating to, or arising out of any collected, Hazardous Waste, or other waste that does not constitute acceptable waste.

In no event shall either party be liable to the other or obligated in any manner to pay to the other party any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations under this Agreement, or the material falseness or inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

Article 27. Notices

Any notices, consents, demands, requests, approvals, and other communications to be given under this Agreement by any party to the other shall be deemed to have been duly given if given in writing and personally delivered, sent by nationally recognized overnight courier, or sent by mail, registered or certified, postage prepaid with return receipt requested, at the address specified below:

All notices shall be given to City at the following address:

Office of City Manager
City of Keller
1100 Bear Creek Parkway
Keller, TX 76248

All notices shall be given to Contractor at the following address:

Attn: Jason Roemer - President
Community Waste Disposal
2010 California Crossing Road
Dallas, Texas 75220

Notices delivered personally or by courier shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of 10:00 a.m. on the third business day after mailing. Any party may change its address for notice hereunder by giving notice of such change in the manner provided in this paragraph.

Article 28. Miscellaneous

- Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by Contractor without the express written consent of City, which consent shall not be unreasonably withheld as long as the assignee meets the same financial stability, safety record, and customer service record as required in the initial Request for Proposal. In the assignment, the assignee shall assume the liability of Contractor.
- Contractor and City agree that City Manager will be the final authority for the approval of charges not contemplated by this Agreement and for the disposition of any dispute between a Customer and Contractor. City Manager may designate a City employee to act as an enforcement officer hereunder and to act as a liaison between City and Contractor.
- Title of Refuse and Dead Animals and Recyclable Materials, except for special, hazardous, or non-conforming refuse, shall pass to Contractor when placed in Contractor's collection vehicle, moved from a bin or container, or removed by Contractor from the Customer's Premise, whichever occurs last.
- City and Contractor shall comply with all rules and regulations of the Texas Commission on Environmental Quality, the Environmental Protection Agency, and any other governmental authority with jurisdiction. Contractor further agrees to comply with all state and applicable federal laws regulating the collection and disposal of Garbage, Household Hazardous Waste, Electronics Waste and Recycling.
- City agrees to pass or retain such ordinances as are necessary to effectuate all terms of this Agreement, including all duties and obligations required of residential Customers.
- This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.
- If any provision or portion of this Agreement is for any reason unenforceable, inapplicable, or invalidated, then such provision or portion shall be reformed in accordance with applicable laws. The invalidity, inapplicability, or unenforceability of any provision of this Agreement shall not affect the validity, applicability or enforceability of the other provisions or portions of this Agreement.

- If a dispute arises with respect to this Agreement, the parties to the dispute shall first attempt to resolve it through direct discussions in the spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiation fail, the dispute shall be mediated by a mutually acceptable third-party to be chosen by the disputing parties within thirty (30) days after written notice by one of them demanding mediation. The disputing parties shall share the costs of the mediation equally. By mutual agreement the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. By mutual agreement, the parties may use a nonbinding form of dispute resolution other than mediation. Any nonbinding dispute resolution process conducted under this Article shall be confidential within the meaning of Section 154.053 of the Texas Civil Practice and Remedies Code and any successor statute thereto. If either a negotiated settlement or mediated resolution is not obtained within the time periods provided by this Article, the parties may pursue any available legal or equitable remedy; provided, however, that this Article shall not preclude either party from exercising any remedy available to them under the Agreement.
- Contract Documents; Incorporation by Reference; Order of Precedence. The following documents are hereby incorporated into and made a part of this Agreement by reference and shall collectively constitute the Contract Documents: (1) this Agreement, including all exhibits, attachments, schedules, rate tables, and any documents expressly attached hereto or incorporated herein; (2) any written amendment, change order, or other written modification to this Agreement executed by both City and Contractor after the effective date of this Agreement; (3) any written best and final offer, revised pricing proposal, negotiated clarification, or written clarification submitted by Contractor and expressly accepted by City in writing; (4) Contractor's proposal and all proposal attachments, forms, qualifications, pricing submissions, alternates, exceptions, and supplemental materials submitted in response to Request for Proposals, but only to the extent such materials are not inconsistent with higher-ranking Contract Documents; (5) Addendum No. 1, Addendum No. 2, and any other addenda, written question-and-answer responses, clarifications, data tables, matrices, summaries, or other written information issued by City as part of the RFP; (6) RFP No. 26-005, including the Request for Qualifications and Proposals, Detail Specifications, Instructions to Bidders/Contractors, General Specifications, Special Terms and Conditions, Insurance Requirements, required forms, and all other procurement documents issued by City; and (7) the contract performance bond, insurance certificates and endorsements, statutory certifications, and other compliance documents required under this Agreement or the RFP.
- In the event of any conflict, inconsistency, ambiguity, or discrepancy among the Contract Documents, the following order of precedence shall apply, with the first-listed document controlling over all documents listed after it: (1) written amendments, change orders, or other written modifications executed by both City and Contractor after the effective date of this Agreement; (2) this Agreement, including its exhibits, attachments, schedules, and rate tables; (3) written best and final offers, revised pricing proposals, negotiated clarifications, or written clarifications submitted by Contractor and expressly accepted by City in writing; (4)

Addendum No. 2, Addendum No. 1, and any other City-issued addenda or written City-issued clarifications, in reverse chronological order, with the later-issued document controlling over an earlier-issued document; (5) City-issued question-and-answer responses, data tables, matrices, summaries, and other written information issued by City as part of the RFP; (6) RFP No. 26-005, including the Request for Qualifications and Proposals, Detail Specifications, Instructions to Bidders/Contractors, General Specifications, Special Terms and Conditions, Insurance Requirements, required forms, and all other procurement documents issued by City; (7) Contractor's proposal, proposal attachments, pricing submissions, alternates, exceptions, qualifications, and supplemental materials; and (8) the contract performance bond, insurance certificates and endorsements, statutory certifications, and other compliance documents, but only as to the specific subject matter addressed by those documents.

- Notwithstanding the foregoing, Contractor's proposal, BAFO, clarification response, or other submitted material shall control over the RFP to the extent it provides a higher level of service, more favorable pricing, stronger performance obligation, additional no-cost service, or other commitment more favorable to City and City has accepted such term in writing, unless this Agreement or a higher-ranking Contract Document expressly provides otherwise.
- No exception, alternate, limitation, qualification, assumption, or proposed revision submitted by Contractor shall be binding on City unless such exception, alternate, limitation, qualification, assumption, or revision is expressly incorporated into this Agreement or expressly accepted by City in writing. Silence by City, scoring of Contractor's proposal, or award of this Agreement shall not constitute acceptance of any Contractor exception or limitation not expressly incorporated herein or otherwise expressly accepted in writing by City.
- The Contract Documents are intended to be complementary and shall be read together to require the complete performance of the services. Contractor shall perform all services and obligations required by any Contract Document, unless such requirement directly conflicts with a higher-ranking Contract Document. If a requirement appears in one Contract Document but not another, the requirement shall be enforceable unless it directly conflicts with a higher-ranking Contract Document.
- Entire Agreement. Except for the Contract Documents incorporated by reference in this Article, this Agreement supersedes any and all prior or contemporaneous oral or written agreements, negotiations, representations, or understandings between the parties with respect to the subject matter hereof. The Contract Documents, as ordered by the order-of-precedence provision above, contain the entire agreement and understanding between City and Contractor with respect to the services to be provided under this Agreement.
- This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party to this Agreement.
- No change or modification of this Agreement shall be valid or binding upon the parties hereto unless such change or modification shall be in writing and signed by all the parties hereto. No waiver of any term or condition of this Agreement shall be enforceable unless it shall be in writing signed by the party against which it is

sought to be charged. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by such other party.

- The headings in this Agreement are inserted for convenience only, and shall not constitute a part of this Agreement or be used to construe or interpret any of its provisions. The parties have participated jointly in negotiating and drafting this Agreement. If a question or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Any reference to any statute shall be deemed to refer to the statute, as amended, and to all rules and regulations promulgated thereunder, as amended, unless the context requires otherwise. The word “include” or “including” means include or including, without limitation.

SIGNED AND EXECUTED this the ____ day of _____, A.D., 2026, at Tarrant County, Texas.

COMMUNITY WASTE DISPOSAL

BY:

Jason Roemer, President

CITY OF KELLER

BY:

Aaron Rector, City Manager

ATTEST:

Kelly Ballard, City Secretary

Approved as to Form and Legality:

L. Stanton Lowry, City Attorney

EXHIBIT A RATE TABLE

Except where expressly stated otherwise, all rates listed in this Exhibit A are base rates and do not include sales tax, City administrative or billing fees, or the City's 6.9% franchise fee. The City's 6.9% franchise fee shall be applied, retained, billed, collected, and/or remitted in accordance with Article 21 of this Agreement. Residential summary tables below include the 6.9% franchise fee for billing illustration.

RESIDENTIAL SERVICES

Service	Monthly Base Rate
Residential Curbside Trash, Brush, Bulk, and Yard Waste Recycling	\$17.02
Residential Recycling	\$3.53
Residential HHW & E-Waste	\$0.92
Residential Base Rate	\$21.47
Franchise Fee (6.9%)	\$1.48
Residential Total	\$22.95

SENIOR/DISABLED RESIDENTIAL SERVICES

Service	Monthly Base Rate
Residential Curbside Trash, Brush, Bulk, and Yard Waste Recycling	\$17.02
Senior/Disabled Residential Recycling	\$1.77
Residential HHW & E-Waste	\$0.92
Senior/Disabled Residential Base Rate	\$19.71
Franchise Fee (6.9%)	\$1.36
Senior/Disabled Residential Total	\$21.07

RESIDENTIAL BACKDOOR SERVICE

Service	Monthly Base Rate
Weekly Backdoor Trash Collection in Contractor-Issued Container	\$25.53
Twice-Weekly Backdoor Trash Collection in Resident-Issued Bags	\$35.38
Weekly Backdoor Recycling	\$6.30

COMMERCIAL HANDLOAD PICK UP

Service	Monthly Base Rate
Twice-Weekly Collection in Customer-Supplied Containers/Bags	\$49.60
Weekly Collection in Contractor-Issued Containers	\$30.14

COMMERCIAL FRONT-LOAD CONTAINER RATES

Size	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	Extra
2 Cu Yd	\$110.31	\$256.23	\$257.35	\$499.11	\$648.58	\$801.06	\$75.72
3 Cu Yd	\$125.56	\$282.12	\$390.23	\$537.92	\$728.24	\$923.07	\$78.48
4 Cu Yd	\$140.82	\$274.38	\$416.14	\$579.29	\$745.23	\$980.57	\$82.61
6 Cu Yd	\$171.74	\$332.75	\$495.49	\$654.28	\$850.56	\$1051.33	\$88.12
8 Cu Yd	\$200.61	\$388.75	\$582.27	\$782.97	\$963.84	\$1176.55	\$89.49

COMMERCIAL ROLL-OFF AND COMPACTOR RATES

Size	Type	Delivery	Rental Per Week	Total Per Load	Deposit Per Container
20 Yd	OPEN	\$254.75	\$70.86	\$462.86	\$100.00
30 Yd	OPEN	\$254.75	\$70.86	\$627.13	\$100.00
40 Yd	OPEN	\$254.75	\$70.86	\$691.89	\$100.00
28 Yd	COMP	\$254.75	Negotiable	\$826.55	Negotiable
30 Yd	COMP	\$254.75	Negotiable	\$826.55	Negotiable
35 Yd	COMP	\$254.75	Negotiable	\$864.52	Negotiable
40 Yd	COMP	\$254.75	Negotiable	\$900.01	Negotiable
42 Yd	COMP	\$254.75	Negotiable	\$900.01	Negotiable

Haul rates include four (4) tons of disposal. Disposal over four (4) tons will be charged at \$ 74.96 per ton. Loads that exceed the D.O.T. maximum weight of 54,000 pounds Gross Vehicle Weight (GVW) will be billed an additional \$187.48 per ton for weight in excess of the D.O.T. maximum.

Any compactor rental, deposit, or other charge not expressly stated in this Exhibit A shall require prior written approval by the customer before being billed. If the customer is the City or the charge relates to a City facility, City-sponsored event, or City-requested service, prior written approval by City shall be required before the charge is incurred or billed.

COMMERCIAL CARDBOARD (OCC) RECYCLING RATES

Size	1x Week	2x Week
8 Yd	\$154.26	\$269.09

Commercial recycling service shall be available upon request. Cart-based commercial recycling, if applicable, shall be charged at the rates submitted by Contractor and incorporated through the Contract Documents. Commercial recycling service requiring dumpsters, roll-off containers, compactors, or other customer-specific equipment shall be negotiated directly between Contractor and the commercial customer, unless a specific applicable rate is stated in this Exhibit.

SPECIAL HAUL FEE

Cubic Yards	Base Cost
1	\$104.19
2	\$104.19
3	\$104.19
4	\$104.19
5	\$123.15
6	\$142.09
7	\$161.06
8	\$179.99
9	\$198.92
10	\$217.89

MISCELLANEOUS CUSTOMER CHARGES

Service	Frequency	Charge
Caster Charge	Per Pickup/ Container	\$18.23
Lock/Lock Bar Charge	Per Pickup/ Container	\$18.23
Gate/Enclosure Access Charge	Per Pickup/ Container	\$18.23
Contamination/Overage Charge	Per Occurrence/Container	\$50.00
Container delivery/removal/exchange – commercial	Per Container/Action	\$50.00
Extra Residential Bulk/Brush Pickup Outside Base Service	Per Cubic Yard	\$15.00
Additional or Replacement CWD-supplied solid waste container due to negligent use, lost, or stolen.	Per Container	\$80.00

For additional/replacement solid waste containers, customers shall contact CWD directly to purchase at the rate indicated in the above table.

EXHIBIT B
Door Side HHW and E-Waste Program
Acceptable Material List - City of Keller

Contractor shall provide residential monthly door side pickup of Household Hazardous Waste and Electronics Waste on an on-call basis, at a frequency of no more than once per month per household. When a resident contacts Contractor's Customer Service to request collection, Contractor shall communicate the next available collection date and shall mail or otherwise deliver a collection kit, instructions, and collection date to the resident. The collection kit shall include, at minimum, a 30-gallon plastic bag, item sheet, instructional sheet, and survey card or substantially similar customer-feedback mechanism.

To avoid additional charges to the resident, no single item may weigh more than forty (40) pounds and combined items shall not exceed one (1) cubic yard.

Household Hazardous Waste and Electronics Waste shall include the following Solid Waste:

- Aerosols containing flammable or hazardous material, such as paint
- Lubricant - Automotive/Household Compressor Oil, Cutting Oil, etc.
- Electronics - CPUs (computers); Laptop and handheld computers; CRTs (Computer Monitors); Telephones, Cell Phones, Portable Phones, Keyboards, Mice, CD-ROMs (other disc drives), including cables, Televisions, VCRs, CD Players, Stereos, Remote Controls, Calculators
- Art/Hobby Supplies - Adhesive, Paint, Cleaners, Correction Fluid, Photography Chemicals
- Other Household - Fluorescent Tubes/Bulbs, Compact Fluorescent Lamps (CFLs), Thermostats, Thermometers (no mercury)
- Automotive Products - Cleaners, Lubricant, Solvent, Gasoline, Fuel, Brake Fluid, Antifreeze, Carburetor Cleaner, Metal Conditioner, Engine Degreaser, Fuel Additives, Used Motor Oil, Used Oil Filters, windshield washer fluid, transmission fluid, batteries, oily rags, polishes, waxes
- Moth balls, Creosote
- Paint - Aerosols, Hobby/Automotive/Household Latex and Oil-Based Paint Products, including Thinner, Lacquer, Linseed Oil, Primer, Stain, Varnish, stripper, caulking, glue, wood preservative
- Cooking Oil
- Microwave Ovens
- Batteries - Automotive and Household
- Personal Products -Nail Polish, Polish Remover, Rubbing Alcohol,
- Shoe Polish, Spot Remover
- Scanners, Printers (desk top, non-commercial)
- Household Cleaners - bleach, cleaning compounds, floor stripper, drain cleaner, tile remover, tile cleaner, rust remover
- Household/Auto Polish, Degreaser, Rug/Upholstery Cleaner, etc.
- Poison - Household/Garden Poison (insecticide, herbicide, fungicide),

- Bait, Fertilizer, etc.
- Fax Machines
- Copiers (non-commercial, desk-top units only)
- Flammables - Automotive/Household Solvent, Fuel, Paint, Lubricant,
- Kerosene, Charcoal Lighter Fluid, Mineral Spirit
- Swimming Pool chemicals -pool acid; chlorine- tablets, liquid

EXHIBIT C

Recycle Revenue Sharing Model

Contractor shall participate in recycling revenue sharing with City using the methodology summarized in this Exhibit C. This Exhibit establishes the calculation method only and does not guarantee that recycling revenue sharing will occur or that any specific amount will be paid to City.

The revenue-sharing model shall apply to Contractor's single-stream recycling program, including residential 95-gallon cart recycling, and any other recycling stream expressly included by Contractor in the same revenue-sharing calculation and supporting reports. Commercial recycling services shall not be presumed to generate revenue-sharing payments unless Contractor provides supporting documentation and City accepts the inclusion of such material in writing.

The recycling revenue-sharing calculation shall consider the market value of recyclable commodities, component percentages of the recycling stream, residue or non-recyclable material, processing fees, transportation fees, disposal costs, and any accumulated negative balance or shortfall from prior calculation periods. Contractor's submitted recycle revenue-sharing methodology may be updated as recycling markets, accepted materials, or processing practices change, subject to the terms of this Agreement.

Revenue sharing shall apply only when the calculation results in net positive revenue after accounting for all applicable costs and any accumulated negative balance. If net positive revenue exists, City shall receive sixty percent (60%) of the net positive revenue, subject to a maximum rebate of Forty Dollars (\$40.00) per ton.

City shall never be required to pay Contractor under the recycling revenue-sharing program, regardless of market conditions, commodity values, residue levels, processing costs, transportation costs, or any negative calculation result. Any negative revenue value or shortfall shall carry forward and must be brought back to zero before compensation to City begins or resumes.

Contractor shall provide recycling revenue-sharing calculations to City on a quarterly basis. If revenue sharing is due to City for the applicable period, Contractor shall remit payment to City with the quarterly report or as otherwise agreed by City in writing.

If a sustainable market is no longer available for a recyclable commodity, or if the value of a recyclable commodity falls below zero dollars, Contractor may request that City remove the material from the accepted recyclable materials list or approve a special rate adjustment to continue recycling the material. Any such change shall be subject to the terms of this Agreement and City approval, as applicable.

Any sample values, tonnage assumptions, commodity values, processing fees, transportation fees, or example calculations submitted by Contractor are illustrative only and

shall not be construed as guaranteed revenue, guaranteed rebate, guaranteed commodity value, guaranteed tonnage, or guaranteed payment to City.

Contractor's submitted recycle revenue-sharing methodology is incorporated into this Exhibit C for purposes of calculating any recycling revenue sharing due to City, subject to the terms of this Agreement and the order-of-precedence provisions contained therein. To the extent Contractor has submitted supporting calculation materials marked confidential or proprietary, such materials shall be maintained in the procurement file and handled in accordance with the Texas Public Information Act and other applicable law, but shall not be attached to this Agreement unless otherwise directed by City.

Community Waste Disposal CITY OF KELLER Recycle Revenue Sharing Calculations 95 Gallon CART							
Total Tons Received by CWD						4,000	
Per Ton Processing Fee & Transportation Fee (Note 1)						\$ 76.81	Adj Annually
Total Processing Fee						\$ 307,240.00	Note 4
		Adj Annually	Note 3 Pricing Structure	Note 4 Adjusted Monthly Published Value Dollars Per Ton	Total \$	Tons	
Commodity	Component %						
ONP	14.00%		PPI - #8 Southwest Hi	\$ 10.00	\$ 5,600.00	560.00	
OCC	19.71%		PPI #11 Southwest Hi	\$ 45.00	\$ 35,478.00	788.40	
Mixed Paper	9.87%		PPI Mixed Paper #2 Hi	\$ -	\$ -	394.80	
Aluminum	0.77%		SMP - Region 8 Houston High	\$ 600.00	\$ 18,480.00	30.80	
Steel/Tin	1.52%		SMP - Region 8 Houston High	\$ 5.00	\$ 304.00	60.80	
PETE	3.43%		SMP - Region 8 Houston High	\$ 240.00	\$ 32,928.00	137.20	
HDPE - Natural	1.15%		SMP - Region 8 Houston High	\$ 900.00	\$ 41,400.00	46.00	
HDPE - Colored	0.90%		SMP - Region 8 Houston High	\$ 160.00	\$ 5,760.00	36.00	
Mixed Plastic	0.19%		SMP - Region 8 Houston High	\$ -	\$ -	7.60	
Mixed Glass	14.67%		SMP - Region 8 Houston (Note 5)	\$ (22.00)	\$ (12,909.60)	586.80	
Residue	33.79%			\$ (24.79)	\$ (33,506.16)	1,351.60	
	100.00%			\$ 23.38	\$ 93,534.24	4,000.00	
Total Gross Recycle Revenue					\$ 93,534.24		
Less Total Processing Fees					\$ (307,240.00)		
Net Revenue					\$ (213,705.76)		
60% City Share of Net Positive Revenue					NA		
Revenue Share Per Ton					-		Note 2
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. City will never be required to pay contractor for negative revenue values. Any negative values will carry forward and must be brought back to zero before compensation to the city begins or resumes.						
NOTE 3	SMP = Secondary Materials Pricing, PPI = Pulp & Paper Week						
NOTE 4	Published Value Dollars Per Ton current as of 1-1-2020						
NOTE 5	Published Value Dollars Per Ton includes Index price plus \$17.00 per ton transportation.						
Recyclable Material List:							
1. Loss of Sustainable Market	- If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town to have it removed from the accepted materials list. Example: There is one glass buyer based in Midlothian Texas, if they will no longer accept our glass, CWD would have no sustainable market for the commodity.						
2. Negative Market Value	- If the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. The request to remove the item will not be unreasonably withheld by the City/Town.						

EXHIBIT D

APPROXIMATE CITY CONTAINER LOCATIONS WHERE NO-COST SERVICES SHALL BE REQUIRED

(All locations will require up to twenty (20) recycling carts to use inside each facility.)

Name	Location	Quantity	Size	Frequency
Keller Town Hall	1100 Bear Creek Parkway	1	8 Cu Yd Front-load	2x Week
Fire Station 2	737 Keller-Smithfield Road N.	1	6 Cu Yd Front-load	1x Week
Fire Station 3	1500 Rufe Snow Drive	1	6 Cu Yd Front-load	1x Week
Fire Station 4	455 Keller-Smithfield Road S.	1	6 Cu Yd Front-load	1x Week
Police Station	330 Rufe Snow Drive	2	6 Cu Yd Front-load	2x Week
Public Library	640 Johnson Road	1	6 Cu Yd Front-load	2x Week
Keller Senior Center	640 Johnson Road	1	6 Cu Yd Front-load	2x Week
Municipal Service Center	151 Bear Creek Parkway W.	1	8 Cu Yd Front-load	1x Week
Keller Sports Park	265 Golden Triangle Blvd	1	6 Cu Yd Front-load	2x Week
Keller Sports Park	265 Golden Triangle Blvd	1	Recycle Container	1x Week
Keller Sports Park	265 Golden Triangle Blvd.	4	8 Cu Yd Front-load	1x Week
The Keller Pointe	405 Rufe Snow Drive	2	8 Cu Yd Front-load	2x Week / 3x Week in Summer
Parks & Recreation	Bear Creek Park	1	30 Yd Roll-off	On call
Public Works	Sports Parkway & Golden Triangle Blvd.	1	30 Yd Roll-off	On call
Municipal Service Center	151 Bear Creek Parkway W.	1	30 Yd Roll-off	On call

NOTE: The number of pickups may vary by season. Any city facility constructed during the term of this agreement shall receive appropriate containers and service as reasonably requested by City.

CITY-SPONSORED EVENTS FOR WHICH CONTRACTOR SHALL FURNISH TEMPORARY GARBAGE CONTAINERS AT NO CHARGE*

- | | |
|---|--|
| <ul style="list-style-type: none"> • Egg Scramble • Keller Art Festival • Family Camp Out • Keller Summer Nights • Keller Lights | <ul style="list-style-type: none"> • Date Night in the Park • Haunted Camp Out • Flannel Fest • Holly Days |
|---|--|

*Event schedule subject to change. Contractor shall also provide no-cost service for other City-sponsored special events, ongoing projects, or special projects as reasonably requested by City in accordance with Article 8 of this Agreement.

For City-sponsored events, Contractor's Green Event services shall include delivery of event trash carts with bags, delivery of recycle depots with bags, and set up and tear down the day following the event.



26-005 Addendum 2
Community Waste Disposal
Community Waste Disposal
Supplier Response

Event Information

Number: 26-005 Addendum 2
Title: Citywide Solid Waste Collection and Recycling Services
Type: RFP - Public - Sealed
Issue Date: 4/14/2026
Deadline: 5/18/2026 04:00 PM (CT)
Notes: **RFP Number: 26-005**

Citywide Solid Waste Collection and Recycling Services
REQUEST FOR QUALIFICATIONS AND PROPOSALS

The City of Keller, Texas (the City) is soliciting sealed proposals for citywide solid waste collection and recycling services. This proposal is separated into two parts. The first will be to determine which Contractors are qualified to provide the services, while the second part will be for the qualified Contractors to submit their costs for the services

MANDATORY Virtual Pre-Proposal Meeting
2:00 p.m. (CT) Wednesday, April 22, 2026

All RFP submissions are to be submitted electronically to:

<https://cityofkeller.ionwave.net>

Virtual RFP Opening Due Date/Time:

Monday, May 18th at 4:00p.m. (CT)

MICROSOFT TEAMS MEETING:

[Join the Meeting](#)

Meeting ID: 269 610 832 420 328

*****NO LATE RFPS WILL BE ACCEPTED*****

Questions Deadline Information

Questions regarding the RFP may be asked during the pre-proposal meeting. Additional questions must be submitted in writing through the electronic IonWave eBid portal by **Monday, May 4, 2026**. **Project Contact:** Pamela McGee, Assistant Director of Finance, at (817) 743-4028 or via email at pmcgee@cityofkeller.com. Questions will be answered by **Thursday May 7, 2026**, 5:30 p.m. (CT)

For Virtual Link Help Contact – Pamela McGee, Assistant Director of Finance @ pmcgee@cityofkeller.com or (817) 743-4028.

RFP Bond Documents

Designate on the front, lower left-hand corner of your bond envelope, the following:

RFP Number: 26-005

Subject: Citywide Solid Waste Collection and Recycling Services

Proposal Closing Time: 4:00 p.m., Monday, May 18, 2026

BOND Mailing: City of Keller **BOND Courier:** City of Keller

Address: Purchasing **Delivery Address:** Purchasing

P.O. Box 770 1100 Bear Creek Pkwy.

Keller, Texas 76244-0770 Keller, Texas 76248

Contact Information

Contact: Pamela McGee Assistant Director of Finance

Address: Finance Administration

Town Hall

2

1100 Bear Creek Parkway

Keller, TX 76248

Phone: (817) 743-4028

Fax: (817) 743-4191

Email: pmcgee@cityofkeller.com

Community Waste Disposal Information

Contact: Jason Roemer
Address: 2010 California Crossing Rd
Dallas, TX 75220
Phone: (972) 392-9300 x3220
Email: jroemer@cwd.to
Web Address: <https://www.communitywastedisposal.com/>

By submitting your response, you certify that you are authorized to represent and bind your company.

Jason Roemer
Signature

jroemer@cwd.to
Email

Submitted at 5/18/2026 10:49:53 AM (CT)

Requested Attachments

Official Signature Page

Executed Signature Page must be uploaded or RFP **will** be rejected.

1. Official Signature Page
SIGNED.pdf

Contractor's Statement of Qualifications- Section 1

Upload Section 1 - Company History
Line items 1.1 through 1.12

Section 1.1 - 1.12.pdf

Contractor's Statement of Qualifications- Section 1

Upload Section 1, Line Item 1.4, Form A - List of Municipal Solid Waste Contracts in the past (10) years.

Form A.pdf

Contractor's Statement of Qualifications- Section 1

Upload Section 1, Line Item 1.6, Form B - Solid Waste Collections References (5) municipal references

Form B - Combined.pdf

Contractor's Statement of Qualifications- Section 1

Upload Section 1, Line Item 1.8, Attachment A - Provide a short description of the qualifications and tenure of your firm's key employees (one or more) for the positions that will be directly involved in this account; including, but not limited to: Principal in Charge; District Manager; Operations Manager; Municipal Account Manager; Route Supervisor, etc. Attach a one-page resume for each candidate. (Label as Attachment "A").

Section 1.8 Attachment A - Key
Employees.pdf

Contractor's Statement of Qualifications-Section 1

Upload Section 1, Line item 1.11, Attachment B - Equipment List including Fleet Schedule
Bi-Weekly and Weekly Equipment List

Section 1.11 Attachment B -
Equipment.pdf

Contractor's Statement of Qualifications- Section 1

Upload Section 1, Line Item 1.12, Attachment C - Maintenance & Equipment Replacement Program

Section 1.12 Attachment C -
Maintenance.pdf

Contractor's Statement of Qualifications- Section 2 Financial Capacity

Upload Section 2, Line Item 2.1 - (3) years Audited Financial Statements
and line items 2.1 through 2.18

Section 2 - Financial
Statement.pdf

Contractor's Statement of Qualifications- Section 3 Claims and Disputes

Upload Section 3, Line Item 3.1 through 3.9
If the answer to any of the questions is YES, provide a brief description or explanation. (Attach no more than two [2] pages per explanation. Label each answer by providing the corresponding question number at the top of each page).

Section 3 3.1 -3.9 Claims and
Disputes.pdf

Contractor's Statement of Qualifications- Section 4 Landfill Information Section 4.1 - 4.7.pdf

Upload Section 4, Line Item 4.1 through 4.7

If the answer to any of the questions require additional space for answer, provide a separate document. (Attach no more than two [2] pages per explanation. Label each answer by providing the corresponding question number at the top of each page).

Contractor's Statement of Qualifications- Certified Statement

11. Certified Statement SIGNED.pdf

Upload complete and notarized document

Submission of Pricing Proposal

1. Pricing Pages.pdf

Complete Pricing Proposal

Cooperative Purchasing

12. Cooperative Purchasing.pdf

Bidders agree to extend prices, terms, and conditions to all governmental entities that have entered or will enter into a joint purchasing inter-local cooperation agreement with the City of Keller.

Acknowledgement of Insurance Requirements

13. Acknowledgement of Insurance Requirements SIGNED.pdf

Acknowledge of Insurance Requirements and Certificate of Insurance.

Conflict of Interest

14. Conflict of Interest Questionnaire.pdf

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a "conflict of interest" questionnaire. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us

Authorization To Wire Funds

16. Wire Authorization SIGNED.pdf

Required upon award of RFP.

Completed W-9

w9.pdf

Required upon award of RFP

Disadvantaged Business Enterprises

Disadvantage Business Enterprise.pdf

If applicable

Statement of No BID

Statement of No RFP.pdf

If applicable

Surety Bond

17. Surety Bond.pdf

If submitting Bid Bond by a Surety Company, upload here.

RFP 26-005 Addendum #1

20. Addendum 1 - SIGNED.pdf

A D D E N D U M #1

To

RFP Number 26-005

Citywide Solid Waste Collection and Recycling Services

RFP 26-005 Addendum #2

21. Addendum 2 - SIGNED.pdf

A D D E N D U M #2

To

RFP Number 26-005

Citywide Solid Waste Collection and Recycling Services

Response Attachments

18. EXCEPTIONS-ALTERNATES TO RFP 26-005.pdf

Exceptions/Alternates to RFP

19. Special Terms and Conditions.pdf

Special Terms and Conditions

0.1 - Keller RFP Pages.pdf

Keller RFP pages (forms removed)

0.1 RFP Checklist.pdf

RFP Checklist



RFP Number: 26-005
Citywide Solid Waste Collection and Recycling Services

REQUEST FOR QUALIFICATIONS AND PROPOSALS

The City of Keller, Texas (the City) is soliciting sealed proposals for citywide solid waste collection and recycling services. This proposal is separated into two parts. The first will be to determine which Contractors are qualified to provide the services, while the second part will be for the qualified Contractors to submit their costs for the services

MANDATORY Virtual Pre-Proposal Meeting
2:00 p.m. (CT) Wednesday, April 22, 2026

All RFP submissions are to be submitted electronically to:
<https://cityofkeller.ionwave.net>

Virtual RFP Opening Due Date/Time:
Monday, May 11th at 4:00p.m. (CT)

*****NO LATE RFPS WILL BE ACCEPTED*****

Questions Deadline Information

Questions regarding the RFP may be asked during the pre-proposal meeting. Additional questions must be submitted in writing through the electronic IonWave eBid portal by Monday, May 4, 2026. Project Contact: Pamela McGee, Assistant Director of Finance, at (817) 743-4028 or via email at pmcgee@cityofkeller.com. Questions will be answered by Thursday May 9, 2025, 5:30 p.m. (CT)

For Virtual Link Help Contact – Pamela McGee, Assistant Director of Finance @
pmcgee@cityofkeller.com or (817) 743-4028.

RFP Bond Documents

Designate on the front, lower left-hand corner of your bond envelope, the following:

RFP Number: 26-005
Subject: Citywide Solid Waste Collection and Recycling Services
Proposal Closing Time: 4:00 p.m., Monday, May 11, 2026

BOND Mailing: City of Keller
Address: Purchasing
P.O. Box 770
Keller, Texas 76244

BOND Courier: City of Keller
Delivery Address: Purchasing
1100 Bear Creek Pkwy.
Keller, Texas 76248

OFFICIAL SIGNATURE PAGE

CONTRACTOR INFORMATION:

Community Waste Disposal

Company name
2010 California Crossing Rd

Address
Dallas, TX 75220

City, State & Zip
972-392-9300

Area code & telephone number



Company representative signature
Jason Roemer

Company representative printed name
President

Title
05/14/2026

Date

**DOWNLOAD THIS FORM FROM THE "ATTACHMENT TAB" ON THE IONWAVE EBID PORTAL
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PORTAL OR RFP WILL BE REJECTED**

RFP FORM RETURN CHECKLIST

	REQUIRED	SUBMITTED
1. Signature Page	<u> X </u>	<u> </u>
2. Contractor's Statement of Qualifications	<u> X </u>	<u> </u>
3. Section 1, 1.4 Form A	<u> X </u>	<u> </u>
4. Section 1, 1.6 Form B	<u> X </u>	<u> </u>
5. Section 1, 1.8 Attachment A	<u> X </u>	<u> </u>
6. Section 1, 1.11 Attachment B	<u> X </u>	<u> </u>
7. Section 1, 1.12 Attachment C	<u> X </u>	<u> </u>
8. Section 2, 2.1 Financial Statements	<u> X </u>	<u> </u>
9. Section 3, 3.1-3.9	<u> X </u>	<u> </u>
10. Section 4, 4.1-4.7	<u> X </u>	<u> </u>
11. Certified Statement	<u> X </u>	<u> </u>
12. Cooperative Purchasing	<u> X </u>	<u> </u>
13. Insurance Acknowledgement	<u> X </u>	<u> </u>
14. Conflict of Interest Questionnaire	<u> X </u>	<u> </u>
15. House Bill 89 Verification	<u> X </u>	<u> </u>
16. RFP Bond	<u> X </u>	<u> </u>
17. Surety Bond	<u> X </u>	<u> </u>

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Instructions to Bidders	Page 59
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REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR CITYWIDE SOLID WASTE COLLECTION AND RECYCLING SERVICES

To Whom It May Concern:

Companies will be asked to submit a price proposal for the following services: residential and commercial solid waste collection and disposal, and residential and commercial recycling. An Evaluation Committee, including two Council Members, Administrative Services Director, Chief Financial Officer, and Utility Billing Manager will review both the qualifications and pricing of Contractors, and make a recommendation to the City Council for approval. The City Council is responsible for making the final decision on contract award. **To keep this process as objective as possible, potential Contractors are not to directly contact the City Council during this process (refer to DISQUALIFICATION OF CONTRACTORS, page 30).**

There will be a virtual mandatory pre-proposal conference on Wednesday, April 22, 2026, at 2:00 P.M.

Completed RFPs will be received until 4:00 p.m. Monday, May 11, 2026, via the City of Keller's IonWave eBid portal at <https://cityofkeller.ionwave.net>. RFP responses received after the closing time and date will not be considered.

Bid bonds are to be submitted to 1100 Bear Creek Pkwy, Keller, TX 76248 by the RFP opening date/time. Responses submitted without a bid bond will not be considered for award.

Failure to complete the Request for Qualifications and Proposals in its entirety may result in the Contractor being considered a non-responsive Proposer and disqualified from the process.

Please note that ALL information, including financial information, submitted as part of this Request for Qualifications and Proposals, may be subject to the provisions of the Texas Open Records Act, Chapter 552, of the Texas Public Information Act.

Any questions regarding this Request for Qualifications and Proposals should be directed to the Pamela McGee, Assistant Director of Finance, Keller Town Hall, 1100 Bear Creek Parkway, P.O. Box 770, Keller, TX 76244-0770, pmcgee@cityofkeller.com, or 817-743-4028. Contractors are encouraged to be innovative in their response to the Request for Proposals. Contractors are also encouraged to offer any alternatives to specifications that will result in more cost-effective operations, provided the response meets the minimum qualifications required herein.

Sincerely,

Pamela McGee, CGFO
Assistant Director of Finance

CALENDAR OF EVENTS

Thursday, April 10, 2026	Post for Qualifications and Proposals to Contractors in eBid system.
Wednesday, April 22, 2026	Mandatory Pre-Proposal Conference will be held at 2:00 P.M., virtually, to discuss price proposals and requirements.
Monday, May 4, 2026	Deadline 5:30 P.M. (CT) for submitting written questions through the eBid portal
Monday, May 11, 2026	Completed Requests for Qualifications and Proposals due from qualified Contractors by 4:00 P.M. (CT)
Tuesday, May 12, 2026	Begin Bid Tabulations, Qualifications Review, and Contract Negotiations.
Tuesday, June 2, 2026	City Council will consider reading an ordinance awarding a contract to begin on Tuesday, September 1, 2026.
June – August, 2026	Contractor Transition Period, if necessary.
Thursday, June 25, 2026	Proposed Contractor must provide (A) their route schedule for garbage and recycling collection; and (B) notification plan for commercial container transition plan, if necessary.
Monday, July 27, 2026	Public information campaigns to educate citizens on any changes in contractor or service guidelines
Tuesday, September 1, 2026	Effective date of new service.



**THE FOLLOWING SECTIONS
ARE THE
CONTRACTOR'S STATEMENT
OF QUALIFICATIONS**

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

SECTION 1: COMPANY HISTORY

Name of Firm _____

Street Address _____

City, State, Zip Code _____

Telephone Number () _____ Fax Number () _____

Mailing Address _____

City _____

State _____, Zip Code _____

Contact Person _____
(Please Print)

Submittal is for: (Check One)

- Parent Company Subsidiary
- Individual Other (Describe below)

1.1 How many years have your firm been in business?

NOTE: To be considered as a qualified Contractor, the firm must have been in existence as a going concern for more than five (5) years and possess not less than five (5) years actual operating experience as a going concern in refuse collection and disposal, and recyclable collection and processing.

1.2 Has your firm been in business under its present name for at least five (5) years? If not please list any other names your firm has operated under.

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CONTRACTOR'S STATEMENT OF QUALIFICATIONS

1.3 Check the services your company provides:

- Residential Solid Waste _____
- Residential Recycling _____
- Commercial Solid Waste _____
- Commercial Recycling _____

1.4 In how many communities in the DFW Metropolitan Area has your firm operated in the past five (5) years? _____

NOTE: COMPLETE FORM A (page 15) and list all municipal solid waste contracts your firm has operated in the past ten (10) years.

1.5 List communities where your firm is currently providing solid waste services in the DFW Metropolitan Area:

1.6 Provide five (5) municipal references for your firm. Copy and complete **FORM B** (page 16) for each of these municipalities.

1.7 List your firm's key persons/officers (owners, partners, directors, president, vice president, secretary, treasurer, etc.):

Name	Position/Title	% Ownership
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.8 In addition, provide a short description of the qualifications and tenure of your firm's key employees (one or more) for the positions that will be directly involved in this account; including, but not limited to: Principal in Charge; District Manager; Operations Manager; Municipal Account Manager; Route Supervisor, etc. Attach a one-page resume for each candidate. (Label as Attachment "A").

1.9 Does your firm have a written Safety Program? _____
If yes, describe or attach:

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CONTRACTOR'S STATEMENT OF QUALIFICATIONS

1.10 Summarize your firm's record of safety performance and describe any citations from OSHA and the Texas Commission on Environmental Quality (TCEQ) for the past five (5) years.

1.11 Identify major items of equipment that your firm owns or leases (designate which) that will be available for use on this account. (Use an additional page if necessary and label as Attachment "B".) Please attach a Fleet Schedule including age of equipment, whether leased or owned, and a replacement time frame.

1.12 Discuss your firm's Maintenance Program and Equipment Replacement Program for the equipment that will be used on this account. (Use an additional page, if necessary, and label as Attachment "C".)

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Attachment A

Key Employees

- Greg Roemer – CEO & Founder
- Jason Roemer - President
- Paul Hansen – General Manager
- Nicole Roemer – Dedicated Keller Municipal Account Manager
- Robert Medigovich – Dedicated Keller Municipal Account Manager
- Tommy Johnson – Customer Service Manager
- Miguel Martinez – Designated Residential Field Coordinator
- Troy Ramacher – Commercial Route Manager

Greg Roemer – CEO & Founder

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.

Greg 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.



Jason Roemer - President

Jason has been employed at CWD since 2017. During the past nine (9) years, he has worked in various roles such as: Municipal Coordinator (4 years), Vice President (3 years) and President (2 years).

Jason Roemer received his Bachelor's degree in Business Management and Marketing, as well as his MBA with a Risk Management / Finance emphasis, from Oklahoma State University. 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 across the United States and South America.

As President, Jason’s responsibilities include: facilitating new/existing Municipal contracts, CWD’s Open Market Sales Department, oversight of operational/administrative managers and supervisors, implementation of fleet technology, CAPX expenditure decisions, and developing CWD’s long-term strategic direction. Jason will be accessible at all times throughout the term of this contract and a key piece in the entire transition process



Paul Hansen – General Manager

Paul will be the operational contact that will work closely with Jason and coordinate implementation with existing contractor and CWD operational staff. Paul Hansen received both his BBA in Finance and his MBA from Baylor University. He has over 27 years of industry experience and 15+ years of General Manager experience.

His industry training and certifications include TCEQ Class A MSW Operator – SW000870, SMITH System – Defensive Driving and a Commercial Driver’s License for 20 years.

His duties include direct oversight and control of CWD’s operational departments including Fleet Services, Residential and Commercial trash/recycling services, Safety and Personnel Department, Dispatch and Route Manager.



Nicole Roemer – Municipal Account Manager

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 a Municipal Manager, Nicole is responsible for facilitating existing Municipal contracts and seeking new contracts. His 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.



Robert Medigovich – Dedicated Municipal Representative

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.



Tommy Johnson – Customer Service Manager

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.

Customer Service Training professional.

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.



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.



Attachment C

Maintenance Program

Discuss your firm's Maintenance Program and Equipment Replacement Program for the equipment that will be used on this account.

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.

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.

The below preventative maintenance is 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



*CWD's on-site
truck/container paint facility*



*Truck in the paint facility
ready for its facelift*



*Repainted and ready to
get back on the streets!*

Community Waste Disposal has one of the youngest fleets in the Solid Waste business. All our vehicles are on a ten (10) year or 25,000-hour replacement plan.

Breakdown Procedures

Pre-Route Breakdowns

- At the end of each day, residential supervisors and the maintenance staff establish a truck line-up to account for any collection vehicles that may have gone down that day.
- Operating CWD's maintenance shop two (2) shifts a day (24 hour operation) to allow for round-the-clock service of our collection vehicles.
- Dispatch is on-site each morning before residential drivers leave the yard and report any equipment malfunctions directly to our shop, located only 10 feet away.
- Shop will either fix any malfunctions before the driver leaves the yard, or Dispatch will reassign the driver to a new spare collection vehicle. With the youngest CNG fleet in the metroplex, we are more than equipped to have the route covered and our trucks up and running.

On-Route Breakdowns

- CWD operates **four on-route repair vehicles** that can quickly and efficiently reach a downed truck to begin repairs. If the vehicle needs to be towed back to the yard, the technician will coordinate the towing and Dispatch will route other residential vehicles or reassign the driver to complete the route.

Using CWD's preventative maintenance plan listed in #1 above, we are able to manage the wear and tear on our vehicles, extending their operational life, while reducing unexpected breakdowns.

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

SECTION 2: FINANCIAL CAPACITY

2.1 Attach detailed audited financial statements for the past three (3) years (along with footnotes and auditor's management letter, if applicable) including, but not limited to, the items listed below: (Label all attachments "Section 2".)

See Attachment D

- Balance
- Income Statement
- Statement of Change in Financial Position
- Include:
 - Current Assets
 - Net Fixed Assets
 - Other Assets
 - Current Liabilities
 - Other Liabilities

2.2 Name and address of firm preparing attached financial statements, and date thereof:

Firm Name

Address

City, State, Zip Code

Contact Name

Date

2.3 What is your firm's current rating with Dun & Bradstreet?

2.4 What is your firm's current working capital?

2.5 What is the largest contract (name and dollar amount) that your firm has been awarded in the past five (5) years?

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

- 2.6 Has your firm, or any officer or partner, been involved in a bankruptcy proceeding?
- 2.7 What is your firm's approximate total bonding capacity?
- 2.8 Approximately what percentage is currently committed to other work?
- 2.9 Provide the name, address, and telephone number of your firm's predominant bonding company.
- 2.10 What is your bonding company's current rating with A.M. Best?
- 2.11 Is your bonding company(s) certified by the U.S. Treasury?
- 2.12 Is this bonding company proposed for use on the City of Keller project?
- 2.13 If not, which company is proposed? (provide the company's name, address, telephone number, and rating)

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

- 2.14 Provide the name, address, and telephone number of your firm's predominant general liability insurance company and automobile liability insurance company.
- 2.15 What are these insurance companies' current rating by A.M. Best?
- 2.16 Are these insurance companies proposed for use on the City of Keller project?
- 2.17 If not, which company is proposed? (provide the company's name, address, telephone number, and rating)
- 2.18 Has your firm been refused surety, bond, or liability insurance in the past five (5) years?

If yes, describe:

ATTACHMENT D

Section Two

Financial Capacity

2.1. Attach detailed audited financial statements for the past three (3) years (along with footnotes and auditor’s management letter, if applicable) including, but not limited to, the items listed below: (Label all attachments “Section 2”.)

- Balance
- Income Statement
- Statement of Change in Financial Position
- Include:
 - Current Assets
 - Net Fixed Assets
 - Other Assets
 - Current Liabilities
 - Other Liabilities

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

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Revenue (000’s)	54,286	62,823	72,882	80,738	82,053	93,988	106,238	115,347	\$126,977	\$143,784 Budget

CWD’s Dun & Bradstreet number is **14-490-5049**

Below is CWD’s Franchise Tax Account Status.

CWD engages CliftonLarsonAllen (a top 10 accounting firm) to perform a full audit of our

ATTACHMENT D

financial statements.

A copy of the Auditor's Opinion Letter from our most recent audit has been included on the following pages.

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

ATTACHMENT D



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, 2025 and 2024, and the related consolidated statements of operations and comprehensive income, 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, 2025 and 2024, 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.

ATTACHMENT D

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.

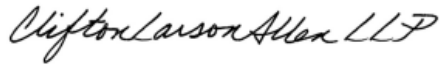
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

ATTACHMENT D

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

Addison, Texas
April 10, 2026

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

SECTION 3: CLAIMS AND DISPUTES

If the answer to any of the questions below is YES, provide a brief description or explanation. (Attach no more than two [2] pages per explanation. Label each answer by providing the corresponding question number at the top of each page).

3.1 Identify communities in which your firm was issued a notice of default on any contract awarded to it during the past five (5) years.

3.2 Identify communities in which your firm has been terminated during the past five (5) years for cause or default.

3.3 Identify communities in which your firm has failed to complete on schedule any contract awarded to it during the past five (5) years.

3.4 Identify any judgments, claims, arbitration proceedings, or suits pending or outstanding against your firm or its officers. Include the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed.

3.5 Within the past five (5) years has your firm been a party to any lawsuits or arbitration proceedings with regard to any municipal waste service or recycling contracts?

Yes No

3.6 Within the past five (5) years, has any officer or principal of the firm ever been convicted of any state or federal crime (excluding traffic violations); including, but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, or bid-rigging?

Yes No

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

3.7 Has your firm ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?

Yes No

3.8 Within the past five (5) years, has your firm been investigated, or assessed penalties, for any statutory or administrative violations?

Yes No

3.9 Has your firm been in any anti-trust proceedings in the past five (5) years? If so, what is the disposition of suit?

Yes No

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

SECTION 4: LANDFILL INFORMATION

- 4.1 List all existing landfills that can be used for this contract. Does your company lease or own the landfills?
- 4.2 Does your company have plans for purchasing/expanding landfill capacity? Please explain.
- 4.3 What is the consumer gate rate for use of the landfill/transfer station?
- 4.4 What is the capacity/life of each of the proposed landfills?
- 4.5 What is the rating of each landfill proposed? Please provide permit numbers and each type of landfill to be used for this contract.
- 4.6 What is the distance (in miles) from the City of Keller to each existing and proposed landfill(s) and transfer station(s)?
- 4.7 Would Contractor be willing to open transfer station/landfill one (1) Saturday per month where Keller residents could dispose of unwanted items at no charge? What restrictions, if any, would apply?

Yes

No

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

CERTIFIED STATEMENT

I, **Jason Roemer**, authorized representative for **Community Waste Disposal** hereby certify that the attached supporting data of experience, customer service history, financial condition, and safety history, as outlined in the City of Keller Request for Qualifications, is true and complete; that he/she has read the same; and shall be used in determining whether our company is a qualified, responsible Contractor.

Jason Roemer

(Print Name)

Jason Roemer

(Signature)

Community Waste Disposal

(Company Name)

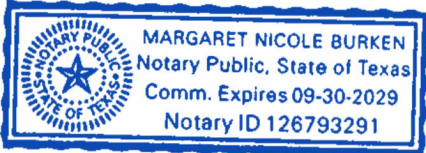
President

(Title)

State of Texas §
County of Dallas §

Before me, Margaret Nicole Burken, the undersigned authority on this date personally appeared Jason Roemer, known to me by this person's driver's license, 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 18 day of May,
A.D., 2020. 2026



Margaret Nicole Burken

Signature, Notary Public, State of Texas

Margaret Nicole Burken

Printed Name, Notary Public, State of Texas

City	Service Commencement Date	Service(s) Provided	City Contact	Phone Number
Celina	Dec-25	Trash Recycling HHW & Used Electronics	Karla Stovall	972.382.2682
Colleyville	2017	Trash Recycling HHW & Used Electronics	Adrienne Lothery	817.503.1112
Dalworthington Gardens	2023	Trash Recycling HHW & Used Electronics	Kay Day	682.330.7421
Farmers Branch	2016	Trash Recycling	Shane Davis	972.919.2614
Frisco West	2020	Trash Recycling	Patrick Larue	469.469.5133
Glenn Heights	2022	Trash Recycling HHW & Used Electronics	Clifford Blackwell	972.223.1690
Lake Worth	2026	Trash Recycling	Stacy Almond	817.237.1211 x101
Lancaster	2016	Trash Recycling HHW & Used Electronics	Opal Mauldin-Jones, ICMA CM	972.218.1304
Lucas	2022	Trash Recycling HHW & Used Electronics	John Whitsell	972.912.1212
McLendon-Chisholm	2018	Trash Recycling	Fabrice Kabona	972.524.2077
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	William Rosales	972.736.2711
Red Oak	2019	Trash Recycling HHW & Used Electronics	Jared Binford	469.218.7723
Sachse	2019	Trash Recycling	Lauren Rose	469.429.0415
Southlake	2023	Trash Recycling HHW & Used Electronics	Lauren LaNeave	817.748.8400
Trophy Club	Jun-25	Trash Recycling HHW & Used Electronics	Brandon Wright	682.237.2900

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

FORM B

SOLID WASTE COLLECTION REFERENCES

Copy and complete this sheet for five (5) municipalities that you choose to serve as references.

City Name:

Contact Name:

Address:

Phone:

Fax:

Description of Service Type:

Number of Accounts Served

Residential

Commercial

Recycling

Exclusive Franchise

Non exclusive Franchise

Date of Initial Award

Term of Contract

Fee Amount: **Attach applicable fee schedule**

Details of projects or service for which this reference can provide verification:

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

FORM B

SOLID WASTE COLLECTION REFERENCES

Copy and complete this sheet for five (5) municipalities that you choose to serve as references.

City Name:

Contact Name:

Address:

Phone:

Fax:

Description of Service Type:

Number of Accounts Served

Residential	Commercial	Recycling
-------------	------------	-----------

Exclusive Franchise	Non exclusive Franchise
---------------------	-------------------------

Date of Initial Award	Term of Contract
-----------------------	------------------

Fee Amount: **Attach applicable fee schedule**

Details of projects or service for which this reference can provide verification:

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

FORM B

SOLID WASTE COLLECTION REFERENCES

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Contact Name:

Address:

Phone:

Fax:

Description of Service Type:

Number of Accounts Served

Residential	Commercial	Recycling
-------------	------------	-----------

Exclusive Franchise	Non exclusive Franchise
---------------------	-------------------------

Date of Initial Award	Term of Contract
-----------------------	------------------

Fee Amount: **Attach applicable fee schedule**

Details of projects or service for which this reference can provide verification:

CONTRACTOR'S STATEMENT OF QUALIFICATIONS

FORM B

SOLID WASTE COLLECTION REFERENCES

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CONTRACTOR'S STATEMENT OF QUALIFICATIONS

FORM B

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Contact Name:

Address:

Phone:

Fax:

Description of Service Type:

Number of Accounts Served

Residential

Commercial

Recycling

Exclusive Franchise

Non exclusive Franchise

Date of Initial Award

Term of Contract

Fee Amount: **Attach applicable fee schedule**

Details of projects or service for which this reference can provide verification:



**THE FOLLOWING SECTIONS
ARE THE
DETAIL SPECIFICATIONS
FOR THIS SERVICE**

DETAIL SPECIFICATIONS

SECTION I: OVERVIEW

BACKGROUND

The City of Keller, located in Northeast Tarrant County, is in north central Texas. The City is located approximately 25 miles from downtown Dallas and 17 miles from downtown Fort Worth. The land area of Keller is approximately nineteen (19) square miles and has a population of approximately 47,500. As of February 2026, the City bills approximately 14,782 residential customers and 340 commercial accounts are billed by the current contractor.

OBJECTIVE

- The City, in its desire to provide solid waste and recycling services, seeks a firm to:
- Provide a high level of customer service to residents and businesses.
- Provide both efficient and economical residential solid waste collection and recycling and commercial container trash collection.
- Provide recycling options for the City's business community.
- Maintain and/or reduce residential solid waste and recycling pricing.
- Maintain positive communications with the City and the customer.
- Collect and transport solid waste from residential, institutional, and commercial premises within the City to a designated disposal site.
- Collect and transport recyclables to a suitable material recovery facility.

TYPES OF SERVICES REQUESTED

- **Residential Solid Waste Collection:** At the premises of residential accounts held by the City and served by the successful Contractor, regular collection shall occur twice weekly between Monday and Friday. The City is specifying a "take all" service including bulky waste. Exceptions are unacceptable waste (refer to Section II: Definitions). Further, Contractor shall provide the 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 request modification of routes, and updates on routes of Contractor if the need arises.
- **Commercial Solid Waste Collection:** Contractor shall collect and remove solid waste from the premises of commercial and institutional customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week 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. Provision of pads and screens should be at the customer's expense. Contractor shall be responsible for handling all billing related to commercial accounts.
- **Residential Recycling:** Contractor shall provide curbside recycling once a week to each residence. A minimum one (1) collection container, minimum capacity sixty-four (64) gallons, with an attached waterproof lid, shall be provided by the contractor at no cost to all residents in the City.
- **Commercial Recycling:** Upon request Contractor shall provide recycling services to commercial customers at such frequency as shall be reasonably requested by the owner or agent, using a container agreed upon by Contractor as suitable for the business or institutional needs. Commercial customers in the City of Keller shall not be required to participate in a recycling program, and the City shall be the sole determinant of

DETAIL SPECIFICATIONS

acceptable container pad's locations and screening. Contractor shall be responsible for handling all billing related to commercial recycling accounts.

REQUEST FOR QUALIFICATIONS (RFQ) and EVALUATION CRITERIA

To be considered as the City's provider, each Contractor must complete a statement of qualifications. The Request for Qualifications (herein referred to as "RFQ") is the first stage in the proposal process. The RFQ gives the City a snapshot of each Contractor by reviewing the company history (35%), financial overview (35%), landfill information (15%), and claims history (15%).

SELECTION OF REASONABLY QUALIFIED PROPOSALS

The City will review all submitted Statements of Qualifications from potential Contractors. Based on the relative importance of price and other evaluation factors, the City will determine which proposals are reasonably qualified for the award of the Contract.

ABILITY TO PERFORM

The City may, at any time, investigate a Contractor's ability to perform services. The City may ask for additional information about the company and its service on previous contracts. Contractors may choose not to submit information in reply to the City's request; however, if failure to submit such information does not clarify the City's questions concerning the ability to perform, the City may discontinue further consideration of a particular proposal.

PREVIOUS EXPERIENCE

The City is interested in previous experience in performing similar or comparable services, business and technical organizations, staffing and personnel turnover, customer lists, financial statement of resources for current and past periods, and other relevant information.

OUTSIDE SOURCES

Please be aware that the City may use sources of information not supplied by the Contractors concerning the abilities to perform this work. Such sources may include current or past customers of the organization, current or past suppliers, and articles from other published sources such as industry newsletters or from non-published sources made available to the City.

LANDFILL AVAILABILITY

The successful Contractor must provide to the City proof of available capacity to accommodate the solid waste and recyclables for the period of the contract. If the contract option for a five-year renewal is exercised the Contractor would then be required to provide to the City proof of available capacity to accommodate the solid waste and recyclables for that period as well. The Contractor must own, lease, or have an agreement in place to deposit solid waste and recyclables during the contract period(s).

No disposal price adjustment will be made during the first two (2) years of the contract.

DETAIL SPECIFICATIONS

EVALUATION AND SELECTION

The Evaluation Committee shall evaluate each proposal in accordance with the requirements of this RFP. If further information is desired, Contractors may be requested to make additional written submissions or oral presentations before the Committee makes its recommendation to the City Council.

Each proposal for solid waste/recycling collection services will be evaluated in the following areas with respect to the requirements as outlined in this proposal:

- Quality of Service
 - Availability of Resources
 - Company Stability
 - Company Experience as a Diversified Service Provider
 - Experience of Company's Local Management Team
 - Disposal and Processing Site(s) Capacity and Ownership
 - Cost
 - Customer Service Plan
 - Commitment to participate in community-wide activities
 - Compliance with TCEQ and USEPA rules and standards
 - Local Vendor Preference
 - E-Verify Vendors
- **E-Verify and Local Vendor Preference**
 - **E-Verify:** Vendors who enroll all employees in the federal E-Verify program and provide documentation upon request may receive favorable consideration in the evaluation.
 - **Local Vendor Preference:** Vendors that qualify as local and provide supporting documentation upon request may also receive favorable consideration in the evaluation.

Participation in E-Verify and local vendor status is encouraged but not mandatory. Consideration will be given only if documentation is provided when requested.

- The City Council shall consider the Evaluation Committee's recommendation and, if appropriate, approve the recommendation. The City Council is the final authority on the selection or rejection of a Contractor. A proposed contract is presented to the City Council for approval, modification, or rejection.
- **The submitted price should be in "best and final" form; however, additional negotiation may occur. If the top-qualified Contractor fails to produce a mutually acceptable contract within forty-five (45) calendar days of notice of acceptance, the City Council may direct the City Manager to negotiate a contract with another Contractor other than the selected Contractor.**
- The City is not obligated to contract with the lowest price proposal and will determine which proposal provides the best value to the City.

DETAIL SPECIFICATIONS

- If, and when, a contract acceptable to both sides is approved by the City Council, the City Manager will be the City Official responsible for signing the contract after review by the City Attorney.
 - Any questions should be submitted to the City of Keller's eBid portal in the "Question Tab" by the May 4th deadline. Questions and written responses will be returned to all parties within forty-eight (48) hours of acceptance in the form of an addenda.
-

DETAIL SPECIFICATIONS

SECTION II: DEFINITIONS

Acceptable Brush: Tree trimmings that are bundled in lengths no more than four feet (4') and no more than fifty (50) pounds in weight.

Acceptable Waste: Any and all waste that is solid waste, refuse, or residential garbage including brush, garbage, yard waste, and trash, as solid waste is defined under the laws of the United States and/or the State of Texas and/or the regulations promulgated thereunder, and that is acceptable for disposal in a Landfill, except for "Unacceptable Waste," as defined herein. No garbage that produces noxious odors is allowed.

Agreement: The contractual agreement made and entered into by the City and a Contractor for the collection, transportation, and/or disposal of solid waste, and/or the collection, transportation, and/or processing of recyclable materials.

Backdoor Service: All handicapped or disabled customers, who have provided verification to the Contractor from a physician as to their inability to carry containers to the curbside, may place containers at their front doorstep to be visible from the street, or at a location as may be determined by the Contractor. Contractors cannot enter or be responsible for entering garages or behind enclosed fences.

Bulky Waste: Stoves, refrigerators (with verification that CFC components have been removed by a certified technician), water tanks, hot water heaters, washing machines, furniture, and weights more than 50 (fifty) pounds, and other waste materials other than construction debris, unbundled brush, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

Bundle: Tree, shrub, and brush trimmings securely tied together forming an easily handled package not exceeding four feet (4') in length and/or fifty (50) pounds in weight.

City: The City of Keller.

Commercial Refuse: All bulky waste, construction debris, garbage, rubbish, and stable matter generated by a customer at a commercial premise.

Commercial Premise: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a residential premise.

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

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

Container: A receptacle constructed of plastic, metal, or fiberglass; and having handles of adequate strength for lifting. The mouth of the container shall have a diameter greater than, or equal to, that of the base. Container may also be a plastic garbage bag or sack.

Contract Documents: The Request for Qualifications and Proposals, Instruction to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda

DETAIL SPECIFICATIONS

or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.

Contractor: Such private firm designated by the City for the collection, transportation, and/or disposal of solid waste and recyclable material collection and processing.

Customer: A residential user, commercial hand collection user, and/or commercial user who generates refuse.

Disposal Site: See Landfill (Sanitary).

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et seq., and regulations promulgated thereunder, or applicable by State Law concerning the regulation of hazardous or toxic wastes.

Landfill: A lawfully permitted facility used by the Contractor where solid waste is disposed of between layers of earth.

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.

Producer: An occupant of a residential premise or commercial premise who generates refuse.

Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract documents, which can be sold for processing and use or reuse including, but not limited to, newsprint, magazines, catalogs, copy paper, office paper, plastic containers (#1, #2, #3, #4, #5, and #7 PET and HDPE), glass containers, aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

Recycling Container: A plastic receptacle with an attached waterproof lid for the purpose of curbside collection of recycling commodities, with a minimum capacity of sixty-four (64) gallons.

Refuse: Residential and commercial bulky waste, construction debris and stable matter generated at residential or commercial premises.

Residential Garbage: All garbage, refuse, and rubbish generated by a customer at a residential premise.

Residential Premise: A dwelling within the corporate limits of the City occupied by a person or group of people comprising not more than four (4) families. A residential premise shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four (4) units, shall be treated as a residential premise, except that each single-family dwelling within any such residential premise shall be billed separately as a residential premise.

Rubbish: Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood,

DETAIL SPECIFICATIONS

excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit.)

Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (A) a containerized waste (e.g.; a drum, barrel, portable tank, box, pail, etc.), (B) a waste transported in bulk tanker, (C) a liquid waste, (D) a sludge waste, (E) a waste from an industrial process, (F) a waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical, and (H) stable matter.

Solid Waste: All non-hazardous (as defined by the Comprehensive Environmental Response, Compensation, and Liability Act [CERCA] and other applicable laws) and non-special (see Special Waste definition) 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, Christmas trees), discarded appliances, and home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Landfill under the applicable Federal, State, and Local Laws; Regulations; and Permits governing each.

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.

Take All Service: Refers to the 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.

Unacceptable Waste: Brush not meeting acceptable guidelines (cut in four-foot [4'] sections and bundled), building construction debris, household hazardous waste, and refrigeration appliances that have not had CFC's removed by a certified technician.

DETAIL SPECIFICATIONS

SECTION III: GENERAL SPECIFICATIONS TO CONTRACTORS

SCOPE OF WORK

The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, and labor; and all other items necessary to provide the City with complete refuse collection, removal, and disposal; and to complete said work in accordance with the provision. The City currently has approximately 14,782 residential customers and 340 commercial accounts. The residential solid waste is currently collected twice a week, from containers and bags; and recyclables collected once a week in either eighteen (18) gallon bins or sixty-four (64) gallon carts. The commercial waste and recycling are collected as requested by the customer.

PROPOSAL SECURITY

Each proposal must be accompanied by a bid bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to Fifteen Thousand Dollars (\$15,000.00), as a guarantee on the part of the Contractor that they will, if called upon to do so, accept and enter into a Contract on the attached form (or such form as may mutually be agreed upon by the City and the selected Contractor, which addresses all the material provisions of the proposals and response thereto), to perform the work covered by such proposal and at rates mutually agreed upon, and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Contractor have executed the Contract; or, if no Contractor's proposal has been selected within one-hundred twenty (120) days after the date of the opening of the proposals, upon demand of the Contractor at any time thereafter, so long as they have not been notified of the acceptance of his proposal.

EVIDENCE OF INSURANCE

The successful Contractor shall meet the minimum insurance requirements as defined in **EXHIBIT B**.

INDEMNITY

The successful Contractor agrees to indemnify, hold harmless and defend the City, its officers, agents and employees from and against all liability for any and all claims, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses including court costs and attorney's fees and other reasonable costs occasioned by or arising out of Contractors performance of solid waste and recycling collection service and arising out of or resulting from the intentional acts or negligence of Contractor, its officers, agents, employees or persons associated with Contractor.

Contractors must further agree that they shall, always, exercise reasonable precautions on behalf of, and be solely responsible for the safety of its officers, agents, employees, participants, visitors, and other people, as well as their property, while performing solid waste and collection services. It is expressly understood and agreed that City shall not be liable for or responsible for the negligence of Contractor, their agents, servants, employees, customers, visitors and participants.

It will be further agreed with respect to the above indemnity, that City and Contractor will provide the other with prompt and timely notice of any event covered in any way, directly or indirectly, contingently or otherwise affect or might affect the Contractor or City, and City shall have the right to compromise and defend the same extent of its own interests.

Contractor will further agree that this indemnity provision should be considered as an additional remedy for the City and not as an exclusive remedy.

DETAIL SPECIFICATIONS

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when the City shall have delivered formal notice of award to the Contractor by certified mail.

The Contractor to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the City and the selected Contractor and to furnish insurance certificates, all as required. In case of refusal or failure to do so within thirty (30) days after receipt of formal notice of award, Contractor shall be considered to have abandoned all his rights and interests in the award, the Contractor's proposal security may be declared forfeited to the City as liquidated damages, 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. Such forfeited security shall be the remedy of the City.

SECURITY FOR FAITHFUL PERFORMANCE

A letter shall accompany the proposal from a corporate surety satisfactory to the City stating that the performance bond will be furnished by the surety to the person submitting the proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

As security for this service, the Contractor shall provide the City a Two Hundred Fifty Thousand Dollar (\$250,000) performance bond that is annually renewed prior to the end of covered year.

The Contractor shall pay all premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full must accompany the bond. Such certificates shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

POWER OF ATTORNEY

Attorneys-in-fact, who sign bonds, must file with each bond a certified and effectively dated copy of their power of attorney.

EXCLUSIONS AND CONDITIONS

The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or similar or different Act of God over which the Contractor has no control except as detailed in the Contract. In the event of such a flood, hurricane, or Act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further, if the City and the Contractor reach such agreement, then the City shall grant to Contractor variances in route and schedules as deemed necessary by the Contractor.

CONDITIONS

Each Contractor shall, to the extent by law, fully acquaint himself 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 shall obtain information concerning the conditions at locations that may affect its work.

DETAIL SPECIFICATIONS

The failure or omission of any Contractor to receive or examine any form, instrument, addendum, or other document, or to acquaint him or herself with conditions existing, shall in no way relieve him/her of any obligations with respect to his/her proposal or to the Contract. The City shall make all such documents available to the Contractors.

Except with respect to events or conditions that are not discoverable, the Contractor shall make his own determination as to the conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he 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.

ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be submitted to the City of Keller's eBid portal in the "Question Tab" by the May 4th deadline. The response is in the form of an Addendum which will be forwarded to each Contractor via the eBid portal. Any verbal statements regarding same by any person, before the award, shall be non-authoritative and not binding.

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.

NAME, 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 be stated in the proposal. A corporation shall execute the proposal by its duly authorized officers in accordance with its corporate Bylaws and shall also list the State in which it is incorporated. A partnership Contractor shall provide full names and addresses of all partners. Partnership and individual Contractors shall 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, state, and telephone number, must be given after his signature.

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

COMPETENCY OF CONTRACTOR

Assuming the Contractor is deemed qualified, the opening of the proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor.

QUALIFICATIONS OF CONTRACTOR

If the City requires additional certified supporting data regarding the qualifications of the Contractor to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all the requested information sworn to under oath by him.

DETAIL SPECIFICATIONS

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 his proposal:

- Evidence of collusion among Contractors.
- Failure to attend mandatory pre-proposal conference.
- Lack of competency is availed of financial statements, experience, or equipment statements as submitted, or other factors.
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship, as submitted.
- Default on a previous City Contract for failure to perform.
- Any unsolicited contact with elected or appointed City Officials, other than the designated contact person, during the process results in automatic disqualification.

BASIS OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal, and recyclable material collection and processing, are solicited based on rates for each type of collection work and for each residential and commercial premise per month. Proposals will be compared based on the summation of the rates proposed. Basic information will be part of the RFP's following attachments.

QUANTITIES

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

AWARD OF CONTRACT

The City reserves the right to accept or reject any or all proposals and to waive any defects, technicalities, or irregularities in any proposal. Erasure or interlineations of the Contract documents, and of the proposal, shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City. The City intends the Contract to be awarded by end of June 2026.

NOTE: Since the solicitation for this service is written as a Request for Proposal (RFP), the proposals received are not available for public inspection until after the Contract award. If the proposal contains trade secrets and/or confidential information, then the proposal is not open to public review even after the proposal is awarded, provided that the proposer has notified the City, in writing, that the proposal contains trade secrets and confidential information. All confidential information in the proposal must be clearly indicated.

Although intended to be functional in nature, the requirements outlined in this Request for Proposal represent the City's desired specifications and performance level. Contractors are invited to take exception to any of the specifications; however, these must be noted and supported with written documentation. When exceptions are taken, Contractors are encouraged to offer alternate solutions and fully explain in their proposals. The City reserves the right to accept or reject any exceptions to these specifications.

DETAIL SPECIFICATIONS

Although cost is a consideration, the City reserves the right to make this Award of Contract to the Contractor that can provide the service that is in the best interest of the City.

COMPLIANCE WITH LAWS

The Contractor, its officers, agents, employees, contractors, and subcontractors shall abide by, and comply with, all Federal, State, and Local Laws. It is agreed and understood that, if the City calls the attention of the 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 each violation.

DISCRIMINATION PROHIBITED

The 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.

REPORTING REQUIREMENTS

The Contractor shall also provide the City with a monthly garbage collection report within two (2) weeks of the end of the reporting period. This report should include the tonnage of all materials collected for the month.

Contractors shall provide the City with monthly recycling reports within two (2) weeks of the end of the reporting period. Recycling reports should include a percentage of diversion.

Contractor shall provide the City with a monthly report of customer contacts regarding service issues within two (2) weeks of the end of the reporting period. Customer complaint reports should include the total number of complaints, number of complaints based on service provided, and percentage of complaints received in relation to total number of customers.

All reports should provide monthly as well as annual cumulative totals.

TERM

The term of service shall be five (5) years, with one (1) five-year renewal option pending agreement of both parties beginning September 1, 2031. Should either the City or Contractor elect not to renew and extend the contract for an additional five (5) year period, notice must be given to the other party in writing not less than one hundred eighty (180) days prior to the expiration of the Contract.

EXCLUSIVITY OF CONTRACT RIGHTS

The Contractor shall have the sole and exclusive franchise, license, and privilege to provide residential and commercial municipal solid waste, residential recycling, and construction debris collection and removal within the corporate limits of the City. The Contractor shall always have the right of first refusal to the collection of dead animals and hazardous waste from residential, commercial, and industrial premises.

BILLING

The Contractor shall quote a rate for service per household per month. The City shall bill the residential premises and shall pay the Contractor based on the set rate received monthly. Contractor shall be entitled to payment on all collections directly relating to services provided.

DETAIL SPECIFICATIONS

The Contractor shall quote rates for commercial and industrial services in compliance with the rates set forth in the Contract. The Contractor shall bill commercial and industrial customers directly. Any temporary billing to a commercial account by Contractor must be reported to City and the seven percent (7%) franchise fee paid to the City monthly. Contractors must abide by policies set forth by City for commercial collection services. Contractor is responsible for billing the roll-off containers. Contractor must remit the seven percent (7%) franchise fees on the gross base of receipts.

REMUNERATION

The City is proposing Base Rates charged by Contractor for services to Commercial and Residential Units will remain fixed and will not be adjusted for years one (1) and two (2) of the contracts. Commencing on year three (3) and continuing annually on each anniversary date of the Commencement Date of the Agreement Contractor may, at their option, submit a request in writing for an adjustment to the established rate schedule in said Agreement. The Contractor shall furnish evidence as to the need for such adjustment, and the City, upon investigation and consideration of the circumstances surrounding the request, may approve or disapprove such request, having due regards for other such factors as the City may deem relevant. Contractor shall, upon request of the City, timely furnish all data related to the requested adjustment in consideration. The City will consider proposed methodologies for rate structures submitted by Contractor with their bid packet. Proposed methodologies should take into consideration appropriate rate reductions if warranted, in addition to methodology for requested increases. Contractor must include a not-to-exceed percentage rate increase for years three (3) through ten (10).

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 required by the City and State.

BOND

Performance Bond: The proposal shall be accompanied by a letter from a corporate surety satisfactory to the City stating that the performance bond will be furnished by it to the person submitting the proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

NOTE: As security for this service, the Contract shall provide the City a Two Hundred Fifty Thousand Dollar (\$250,000) performance bond that is annually renewed prior to the end of each covered year.

The Contractor shall pay all premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety to do business in the State of Texas.

Power of Attorney: Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

DETAIL SPECIFICATIONS

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 assignee meets the same financial stability, safety record, and customer service record as required in the initial Request for Proposal. In the assignment, the assignee shall assume the liability of the Contractor.

OWNERSHIP

Title of Refuse and Dead Animals and Recyclable Materials, except for special, hazardous, or non-conforming refuse, shall pass to the Contractor when placed in Contractor's collection vehicle, moved from a bin or container, or removed by Contractor from the customer's premise, whichever occurs last.

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 another party, at the inspecting party's expense, upon reasonable advance notice.

TERMINATION OF AGREEMENT

If at any time Contractor shall fail to substantially perform terms, covenants, or conditions herein set forth, City shall notify Contractor by certified mail addressed to the Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed thirty (30) days from the date of receipt of notice to remedy any failure to perform. Should City deem failures to be corrected, no hearing shall be held.

Should Contractor not remedy its performance, after a hearing described herein, City may terminate this Contract and the rights and privileges granted to the Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice specifies the time and place of the hearing and shall include specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present, and shall be given the full opportunity to answer such claims that are set out against Contractor. If the City Council makes a finding that Contractor has failed to provide adequate refuse and/or collection services for the City or has otherwise substantially failed to perform its duties as specified in the Contract, the City Council may terminate this Contract.

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 paid, certified mail, return receipt requested, and addressed to the respective part of the address set forth below:

If to the City:

Office of the City Manager
City of Keller
1100 Bear Creek Pkwy
Keller, TX 76248

DETAIL SPECIFICATIONS

If to the Contractor:

The Contractor name, company, company address, and other information provided in the Contract unless otherwise stated in the proposal.

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

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, governmental order or regulation, fire, Act of God, or other similar or different contingency beyond the reasonable control of the Contractor.

SEVERABILITY

If 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.

FINAL PROPOSAL AND RATES

This Request for Proposals does not necessarily represent the final Contract to be signed with the selected Contractor.

DETAIL SPECIFICATIONS

SECTION IV: SPECIFICATIONS FOR SOLID WASTE/RECYCLING SERVICE

TYPES OF COLLECTION

Residential Collection: The Contractor shall provide curbside or backdoor (see definitions) collection service for residential solid waste (including acceptable brush) twice per week. **Twice a week pickup must occur Monday through Friday.** Recyclable commodities from each residential premise shall be serviced once per week according to proposal. **Recyclable pickup must occur Monday through Friday.** Authorized containers (plastic bags or trash cans) and/or recycling containers, and yard bundles shall be placed at curbside by 7:00 A.M. on the designated collection day; however, garbage and/or recycling shall not be placed at curbside prior to 7 p.m. the evening before the day of pickup. The City shall bill residential customers according to the approved rates.

NOTE: The Contractor shall be required to 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. Contractors 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. At customer's request, rubbish, 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 specific cubic yard measurement.

Commercial Collection: The Contractor shall provide for the collection of commercial solid waste to commercial premises according to individual agreements. Commercial service charges will be determined by size of container requested and frequency of pickup. Collection service shall be provided at least once per week to maintain the premises free of accumulation of waste. If collection is from a commercial container, that container should be located on a concrete pad to accommodate collection equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening, excluding temporary roll-off containers. The Contractor shall bill commercial customers according to the approved rates set by City. Collection must be conducted in accordance with all City codes and regulations and should occur no earlier than 6 a.m. at businesses adjacent to residential areas.

CURBSIDE RECYCLING CONTAINERS

The Contractor will provide each residential premise a container for recyclable materials. Such container shall be a standard recycling cart with lid, as previously defined, and of a type that is accepted by other municipalities with recycling experience.

Each household can have up to two (2) recycling containers with lids. The charge for collecting multiple carts shall be the same as for the collection from a single cart. Contractor shall provide free of charge extra recycling carts per year, as requested by the City, to replace damaged, lost, or stolen carts. At onset of contract, Contractor will be responsible for delivering new recycling cart(s) with lids to each resident to replace those from current provider, if required.

The collection of the recyclable materials shall occur at the curb. Contractors collect recycling material set out for collection outside the normal recycling cart when necessary. An example includes extra newspapers bundled and/or bagged where volume is greater than bin size.

DETAIL SPECIFICATIONS

Contractors should also provide the City with a recycling report detailing volume collected and participation rate monthly. The City will accept percent of diversion for reporting.

MATERIAL

The following materials shall be included in the recycling program:

- Office Paper
- Newsprint
- Magazines and Catalogs
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass – Clear, Brown, and Green
- HDPE & PET Plastic Bottles #1, #2, #3, #4, #5, #7
- 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 may be required to identify the buyers of the recyclables upon request by the City. To the fullest possible, recycling materials should be protected against contamination that requires disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to the Contract.

NON-COLLECTION OF RECYCLABLE 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 bin. A sticker shall be attached to the bin explaining the reason the materials were rejected. Contractor will not be required to collect recyclable materials mixed with garbage or rubbish normally collected by solid waste collecting crews.

COLLECTION OPERATION

Hours of Operation:

A: Residential Collection – Collection of solid waste shall begin no earlier than 7:00 A.M. and shall generally not extend beyond 7:00 P.M. Collection outside of the hours set is strongly discouraged, unless Contractor notifies City. An example would be late pick ups after a holiday (i.e.; Christmas). Saturday collection to account for a holiday is allowable. No collection shall be made on Sunday.

B: Commercial Collection – Commercial collection shall begin no earlier than 6 A.M. except for commercial areas not adjacent to residential areas.

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

Routes of Collection: Collection routes shall be established by the Contractor and approved by the City. The City will approve all routes.

DETAIL SPECIFICATIONS

Holidays: The following days are typical holidays for the purposes of this Contract:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

The Contractor may observe any or all the above listed holidays by suspension of collection service on the holiday. However, any deviation from a regular scheduled pick-up day due to any holiday observed by Contractor must be marketed to all residents within City. Contractor will be responsible for notifying all customers. City will assist by providing information provided by Contractor via the City web site, social media and through e-notification.

Complaints: While the City preference is to address complaints on the day that they occur, at a minimum, customer complaint procedures should ensure that the customer complaint be addressed within twenty-four (24) hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints, and provide the City, monthly, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Calls logged to Contractor by City designee shall also be contained in said report. Any missed pick-ups of residential refuse, if unable to be addressed that same day, shall be collected within twenty-four (24) hours except for Saturday and Sunday, which shall be picked up on the following Monday.

Communication and Office: Contractor agrees, at its own expense, to keep a toll-free telephone number and to provide a telephone answered (mechanical answering machine is not acceptable) from 8:00 A.M. to 6:00 P.M., Monday through Friday; and 8:00 A.M. to 2:00 P.M., on Saturday, excluding legal holidays, for the purpose of handling complaints and other calls regarding solid waste and/or recyclable collection service. The Contractor shall keep competent personnel, preferably dedicated only to the City of Keller customer service, in the office during the time the office is required to be open to the public, and the office personnel shall have authority to represent the Contractor in its relations with the public. The Contractor shall also provide the City a telephone number by which the Contractor can be contacted for after-hours' emergencies. The Contractor shall keep and maintain in the office a daily log, electronic generated accepted, of all the service calls that shall show the nature of the call, complaint, or communication and the disposition thereof by the Contractor. The City shall have the right to inspect the daily log at any reasonable time. Throughout the term of this Contract, Contractor shall establish and maintain an authorized Managing Agent and shall designate in writing to the City Manager the name, telephone number, and address of such agent upon whom all notices shall be served by the City and to whom complaints received from citizens of the City may be directed.

City Manager to Referee: To prevent misunderstanding and litigation, the City Manager, or designee, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of the performance, and the acceptable fulfillment of this Contract on the part of the Contractor; and the City Manager, or designee, shall determine whether or not the amount, quantity, character, and quality of the work performed is satisfactory. The City Manager, or designee, shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this Contract and his reasonable findings and conclusions shall be final and binding on both parties. If at any time during the term of this Contract performance of the Contractor does not meet the standards set forth herein, the Contractor, upon notification by the City, shall increase the forces, tools, or

DETAIL SPECIFICATIONS

equipment as needed to properly perform the Contract. The failure of the City to give such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by this Contract. Contractor and City agree that the City Manager, or designee, will be the final authority for the approval of charges for any service not contemplated by this Contract and for the disposition of any dispute regarding performance between the City, Contractor, and any customer.

Should a dispute arise between the City, Contractor, and/or customer as to whether the Contractor failed to make a collection (missed a pick up) the decision of the City shall be final, and the Contractor agrees to abide by such decision.

It is specifically understood and agreed that if the customer fails to timely place a container out, maintains improper or inadequate containers for the nature, volume, or weight of acceptable waste to be removed from the premises, or places improper bundles or volumes of waste for collection, or places hazardous waste, special waste, or other refuse in violation of this Contract, the Contractor may refrain from collection of all or a portion of such refuse that is rendered not collectable due to any of the aforementioned circumstances. The Contractor shall notify both the City and the customer of the reason for any such non-collection (unless such non-collection is due to the customer's failure to timely place the waste for collection). Contractor's notice to the customer shall be in writing, attached to the container or the front door of the residence or commercial establishment so that it is highly visible to the customer, and shall indicate the nature of the violation and the correction required in order that such solid waste may then be collected at the next regular collection date.

Where a customer notifies the City that acceptable waste has not been removed from his premises on the scheduled collection day and where no notice of non-collection or no change in collection schedule has been received from the Contractor, the City shall investigate. If the investigation discloses that the Contractor has failed to collect acceptable waste from the subject premises without cause, the Contractor shall collect same within twenty-four (24) hours after a collection is ordered by the City, at no additional charge.

It is expressly understood that these rules apply to any other type of regularly scheduled collection services offered to the customer, including, but not limited to residential or commercial solid waste or recycling, bulky waste, and/or yard debris collection as may be applicable.

Collection-Equipment: The 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 and recycling from accounts serviced by Contractor in accordance with this Contract. **NO TRUCKS ASSIGNED TO THIS CONTRACT SHALL BE OLDER than the age of ten (10) years.** Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak or scatter any waste within the limits of the City nor while in route to the disposal site. In the event of spillage on City infrastructure, Contractor agrees to power-wash the street to attempt to remove spillage stain prior to the next scheduled regular pick up.

NOTE: 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. Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities. Damage caused by collection equipment such as spillage, broken curbs or sidewalks, and ruts off pavement shall promptly be repaired or

DETAIL SPECIFICATIONS

replaced at the Contractor's expense. The City expects Contractor not to weave from curb to curb, drive in the middle of the road, or apply severe breaking during routes through residential streets to prevent damage to infrastructure and for safety reasons.

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 legible from one hundred fifty feet (150'). No advertising, except the company logo, shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained through a regular preventative maintenance program and painted as often as necessary to preserve and present a well-kept appearance. Garbage collection vehicles and recycling collection vehicles shall be clearly distinguishable from one another. If one vehicle is used to serve the other purpose, a clearly visible sign should be affixed to the vehicle to inform residents that the refuse or recycling materials are going to the proper place. The Contractor shall furnish the City a list of all equipment to be used fulfilling the Contract and shall update that list as may be requested by the City. The City may inspect Contractor's vehicles at any time to ensure compliance of equipment with Contract or require an equipment replacement schedule to be submitted to City. Vehicles are to be 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 neat and sanitary condition. Contractors will train drivers to protect Keller streets and not make sudden breaking stops that will damage street surfaces.

Lease Container: The Contractor may lease containers for waste storage to the owner or occupant of the Contractor's commercial, institutional, and industrial 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 should be equipped with suitable covers to prevent blowing or scattering waste and should be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in the City approved single color or color scheme.

Spillage: 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. A fork, push broom, and a scoop-type shovel shall be maintained on each truck for cleanup activity. The Contractor shall, if necessary, hand clean all spillage resulting from its collection activities. The City, at its discretion, may require Contractor to pressure wash a particular area following a spillage event, with a water reclaiming system. The City may inspect the Contractor's vehicles at any time to ensure compliance of the equipment with the Contract or require equipment replacement schedules to be submitted to the City. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees but shall report the location of such conditions to the designated contact of the City so that proper notice can be given to the customer at the premises to properly contain refuse. 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. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals to accomplish refuse collection in any case where the owner or

DETAIL SPECIFICATIONS

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.

Protection from Scattering: Each vehicle shall be equipped with a cover, which may be net with mesh of not greater than one and one-half inches (1-1/2"), or tarpaulin, or fully enclosed metal top, to prevent leakage, blowing, or scattering of refuse onto public or private property. Such covers should be kept in good order and used to cover the load going to and from the disposal site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded 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.

DETAIL SPECIFICATIONS

SPECIAL PROVISIONS

Customer Service Plan

The Contractor shall create a detailed Customer Service Plan specifically for the City of Keller, detailing procedures for requests sent to both the City and directly to the Contractor by residential and commercial customers. The final plan should give a detailed summary of service guidelines per the final Agreement that is shared between City of Keller staff and the Contractor and that can be updated or revised as needed. The Plan should include standards for call backs and response times for missed collections. A draft of the Plan should be included as part of the Contractor's bid packet.

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 recycling accumulated by the City at City owned, operated, or other City designated sites (Refer to Exhibit A). Regular service shall include the free provision, collection, and hauling of dumpsters and/or roll-off containers as requested by the City for special events and ongoing or special projects. If the City's containers are full and need special disposal, the Contractor shall accommodate the City when possible.

Christmas Tree Collection

The Contractor shall provide annual curbside Christmas tree collection as part of the citywide yard waste program. No flocked trees shall be allowed, and all decorations, bags, tinsel, ornaments, lights, plastics, nails and stands must be removed by customer.

Household Hazardous Waste Collection

The Contractor shall provide a curbside program for the safe collection, recycling or disposal of household hazardous waste (HHW). Should the final contract not include curbside collection of HHW, then selected Contractor shall provide an annual contribution for the City to contract for an HHW disposal program.

Storm Debris Management Program

In the event of a storm event, as determined by the Office of the City Manager, the Contractor shall provide storm debris management. Should a Storm Event occur, Contractor agrees, to the extent requested by the City, to clean up the material generated because of the Storm Event. As part of the negotiations for the Contract, the City and Contractor shall agree upon a Storm Event Cleanup Rate. Should the cleanup by the Contractor related to this Storm Event exceed twenty-percent (20%) or more of an increase in Yard Waste, Brush and Bulky Items tonnage collected and delivered for disposal or processing, Contractor will charge the City for the Storm Event cleanup at the Storm Event Cleanup Rate, without markup, plus a negotiated administrative fee to be paid to Contractor by the City in connection with Storm Event material. Contractor and the City agree that Contractor does not have the exclusive right to clean up the material generated within the City because of a Storm Event as the City may choose to augment the collection using City forces and/or another contractor to expedite the removal of Storm Event debris.



**SUBMISSION OF
PRICING PROPOSALS
FOR THIS SERVICE**

SUBMISSION OF PRICING PROPOSALS

BASIC SERVICE REQUIREMENTS

Prices below should be **monthly base prices** without consideration of the City's seven percent (7%) franchise fee. If offering different prices based on staggered container sizes please include an additional page.

A. Residential Service Specifications

1. To provide twice-weekly curbside take all trash collection (resident-supplied containers/bags), and weekly pick up of acceptable brush and bulky items, to occur Monday through Friday. Weekly collection should include seasonal curbside collection of Christmas trees.

Monthly Cost for twice-weekly trash and weekly brush and bulk collection:
\$ **17.70**

2. To provide weekly curbside trash collection in standard contractor-issued containers, and weekly pick up of acceptable brush and bulky items, to occur Monday through Friday. Weekly collection should include seasonal curbside collection of Christmas trees.

Monthly Cost for weekly collection of trash in a standard cart, brush, and bulk:
\$ **14.70**

3. To provide twice-weekly curbside take all trash collection (resident-supplied containers/bags), and **monthly weekly** pick up of acceptable brush and bulky items, to include weekly yard waste recycling, to occur Monday through Friday. Weekly collection should include seasonal curbside collection of Christmas trees.

Monthly Cost for twice-weekly trash collection, **weekly yard waste recycling** and **monthly weekly** brush and bulk:
\$ **17.70**

4. To provide weekly curbside trash collection in standard contractor-issue containers, and monthly pick up of acceptable brush and bulky items, including weekly yard waste recycling, to occur Monday through Friday. Weekly collection should include seasonal curbside collection of Christmas trees.

Monthly Cost for weekly trash collection in standard issue container and monthly brush and bulk:
\$ **12.30**

*Note 1 – All rates are net to CWD and **exclude** any sales tax, franchise fees or city administrative/billing fees*

**DOWNLOAD THIS FORM FROM THE "ATTACHMENT TAB" ON THE IONWAVE EBID PORTAL
THIS PAGE MUST BE COMPLETED AND UPLOADED TO THE "RESPONSE TAB" ON THE IONWAVE EBID
PORTAL OR RFP WILL BE REJECTED**

SUBMISSION OF PRICING PROPOSALS

5. To provide once per week curbside recycling collection of items specified in the proposal to occur Monday through Friday. Collection schedules must coincide with a trash collection day, and residents should be allowed to continue to use their choice of a rolling cart with lid or 18-gallon bin.

Monthly Cost: \$ **3.67**

6. To provide once per week curbside recycling collection of items specified in the proposal to occur Monday through Friday. Collection schedule must coincide with a trash collection day, and residents shall only use rolling carts with lids (minimum size 64-gallons).

Monthly Cost: \$ **5.00**

7. For Recycling Only:
Itemize discount to provide once per week curbside recycling collection for senior citizens or persons with a disability. (Approximately 700+ seniors defined as 65 years of age and older and disabled citizen households.)

Monthly Cost: \$ **1.86**

8. For residential equipment only:
List type/age of all residential equipment that will service Keller on the twice per week and **Alternate** solid waste collection option. (Use additional pages for detail if necessary.)

Use Attachment B Equipment List form for bi-weekly and weekly provided on the eBid portal.

Alternate: Residential Service Specifications

1. To provide once per week Back Door service trash collection in standard contractor-issue containers.

Monthly Cost for weekly trash collection: \$ **25.53**

2. To provide twice per week Back Door service trash collection in resident-issue bags.

Monthly Cost for twice weekly trash collection: \$ **35.38**

3. To provide once per week Back Door recycling collection in choice of a rolling cart with lid or 18-gallon bin.

Monthly Cost for weekly recycling collection: \$ **6.30**

*Note 1 – All rates are net to CWD and **exclude** any sales tax, franchise fees or city administrative/billing fees*

SUBMISSION OF PRICING PROPOSALS

B. Commercial Service Specifications

- a. To provide small businesses currently receiving hand-load service garbage collection in customer-supplied containers/bags (approx.10 billed currently).

Monthly Cost for twice-weekly collection: \$ **49.60**

- b. To provide small businesses currently receiving hand-load service garbage collection in standard contractor-issued containers (approx.10 billed currently).

Monthly Cost for weekly collection: \$ **30.14**

Note 1 – All rates are net to CWD and exclude any sales tax, franchise fees or city administrative/billing fees

**DOWNLOAD THIS FORM FROM THE “ATTACHMENT TAB” ON THE IONWAVE EBID PORTAL
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PORTAL OR RFP MAY BE REJECTED**

SUBMISSION OF PRICING PROPOSALS

To provide commercial front-load service by size and number of pick ups per week as stated below, at a cost stated per month (base price):

Front-Load Container Rates:

Size	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	Extra
2 Cu Yd	\$113.71	\$264.13	\$368.37	\$514.50	\$668.57	\$825.75	\$78.35
3 Cu Yd	\$129.43	\$290.82	\$402.26	\$554.51	\$750.69	\$951.53	\$81.21
4 Cu Yd	\$145.16	\$282.84	\$428.97	\$597.15	\$768.21	\$1,018.80	\$85.49
6 Cu Yd	\$177.04	\$343.01	\$510.77	\$674.45	\$876.79	\$1,083.74	\$91.18
8 Cu Yd	\$206.79	\$400.73	\$600.22	\$807.11	\$993.55	\$1,212.83	\$92.61

Number of Front-Load Containers In Keller As Of February 2026:

Size	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	Total
2 Cu Yd	22	3	0	0	0	0	25
3 Cu Yd	14	3	9	0	0	0	26
4 Cu Yd	2	4	1	0	0	0	34
6 Cu Yd	58	15	5	3	1	0	82
8 Cu Yd	87	72	40	15	8	13	235
Total	210	97	55	18	9	13	402

Note 1 – All rates are net to CWD and exclude any sales tax, franchise fees or city administrative/billing fees

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SUBMISSION OF PRICING PROPOSALS

To provide commercial roll-off service by size and number of pickups for temporary roll-offs as stated below, at a cost stated per month (base price):

Maximum Commercial Roll-Off Rates:

Size	Type	Delivery	Rental Per Week	Total Per Load	Deposit Per Cont
20 Yd	OPEN	\$263.61	\$73.33	\$478.96	\$100.00
25 Yd	OPEN	N/A	N/A	N/A	N/A
30 Yd	OPEN	\$263.61	\$73.33	\$648.94	\$100.00
35 Yd	OPEN	N/A	N/A	N/A	N/A
40 Yd	OPEN	\$263.61	\$73.33	\$715.96	\$100.00
28 Yd	COMP	\$263.61	Negotiable	\$855.30	Negotiable
30 Yd	COMP	\$263.61	Negotiable	\$855.30	Negotiable
35 Yd	COMP	\$263.61	Negotiable	\$894.59	Negotiable
40 Yd	COMP	\$263.61	Negotiable	\$931.31	Negotiable
42 Yd	COMP	\$263.61	Negotiable	\$931.31	Negotiable

Number of Commercial Roll-Offs in City (Permanent): approximately 21 as of February, 2026.

TO PROVIDE CASTERS AND LOCKS

Proposal: \$ **18.87** per caster, per lift.
 \$ **18.87** per lock, per lift.
 \$ **18.87** cost per gate, per lift.

Note 1 – All rates are net to CWD and exclude any sales tax, franchise fees or city administrative/billing fees

Note 2 - Haul rates include 4 tons of disposal. Disposal over 4 tons will be charged at \$77.57 per ton. Loads that exceed the D.O.T maximum weight of 54,000 pounds Gross Vehicle Weight (GVW) will be billed an additional \$194.00 per ton

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SUBMISSION OF PRICING PROPOSALS

SPECIAL HAUL FEE

Residential special haul service for loose brush and other acceptable residential waste materials that cannot be containerized. The fee per special haul shall be based on the size of the load, which is measured by cubic yard. Please fill in the matrix below for prices per cubic yard. Assume weekly average of ten (10) calls/pick-ups per week.

Cubic Yards	Base Cost
1	\$108.76
2	\$108.76
3	\$108.76
4	\$108.76
5	\$128.55
6	\$148.32
7	\$168.12
8	\$187.88
9	\$207.64
10	\$227.45

Note 1 – All rates are net to CWD and exclude any sales tax, franchise fees or city administrative/billing fees

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SUBMISSION OF PRICING PROPOSALS

EXHIBIT A

Estimated City Container Locations Where No-Cost Services Will Be Needed (All locations will require up to twenty (20) recycling carts to be used inside each facility.)

Name	Location	Quantity	Size	Frequency
Keller Town Hall	1100 Bear Creek Parkway	1	8 Cu Yd Front-load	2x Week
Fire Station 2	737 Keller-Smithfield Road N.	1	6 Cu Yd Front-load	1x Week
Fire Station 3	1500 Rufe Snow Drive	1	6 Cu Yd Front-load	1x Week
Fire Station 4	455 Keller-Smithfield Road S.	1	6 Cu Yd Front-load	1x Week
Police Station	330 Rufe Snow Drive	2	6 Cu Yd Front-load	2x Week
Public Library	640 Johnson Road	1	6 Cu Yd Front-load	2x Week
Keller Senior Center	640 Johnson Road	1	6 Cu Yd Front-load	2x Week
Municipal Service Center	151 Bear Creek Parkway W.	1	8 Cu Yd Front-load	1x Week
Keller Sports Park	265 Golden Triangle Blvd	1	6 Cu Yd Front-load	2x Week
Keller Sports Park	265 Golden Triangle Blvd	1	Recycle Container	1x Week
Keller Sports Park	265 Golden Triangle Blvd.	4	8 Cu Yd Front-load	1x Week
The Keller Pointe	405 Rufe Snow Drive	2	8 Cu Yd Front-load	2x Week 3x Week in Summer
Parks & Recreation	Bear Creek Park	1	30 Yd Roll-off	On call
Public Works	Sports Parkway & Golden Triangle Blvd.	1	30 Yd Roll-off	On call
Municipal Service Center	151 Bear Creek Parkway W.	1	30 Yd Roll-off	On call

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SUBMISSION OF PRICING PROPOSALS

NOTE: The number of pick ups may vary by season.

COST PER CONTAINER (Upon City Request)

Size	Number Available	Cost Per Container
2 Cu Yd	N/A	Negotiable
4 Cu Yd	N/A	Negotiable
6 Cu Yd	N/A	Negotiable
8 Cu Yd	N/A	Negotiable
20 Yd OPEN	N/A	N/A
25 Yd OPEN	N/A	N/A
30 Yd OPEN	N/A	Negotiable – unclear if this is for special events. CWD has proven record of providing needed services for the City.
35 Yd OPEN	N/A	N/A
40 Yd OPEN	N/A	N/A

*Note 1 – All rates are net to CWD and **exclude** any sales tax, franchise fees or city administrative/billing fees*

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SUBMISSION OF PRICING PROPOSALS

- OPTIONAL ENHANCEMENT SERVICES (Residential)**

The City is interested in receiving bids that include some or all the following optional service enhancements, based on the contractor's ability. The selected contractor and the City will negotiate which, if any, optional service enhancements are included in the final contract.

1. Household Hazardous Waste: The City currently contracts with the City of Fort Worth Environmental Collection Center (ECC) for the collection and disposal of Household Hazardous Waste. The City requests pricing for the addition of curbside collection of household hazardous waste on a call-in basis.
2. E-waste Recycling: The City currently offers electronic waste recycling at an annual drop-off event at no charge to residents. The city requests proposed pricing for the addition of curbside collection of E-waste on a call-in basis.

Monthly Door-Side HHW and Used Electronics Collection

HHW and 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.

When a resident calls CWD's Customer Service, the next collection date is communicated and resident confirms, CWD will mail a collection kit (standard shipping time), instructions and a collection date to the resident. Kit will include: 30-gallon plastic bag, item sheet, instructional sheet and a pre-paid survey card to solicit feedback. To avoid additional charges to the resident, no single item may weigh more than forty (40) pounds and combined items should not exceed 1 cubic yard.

Service Type	Per Home Per Month <i>In addition to base rates</i>
On-Call Door Side HHW <i>(1xMonth)</i>	\$0.97

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

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 _____

FlyerDoor Side Collection - HHW & Used Electronics 04/22/2019

ACCEPTABLE ITEMS		NON-ACCEPTABLE ITEMS
 Poison Solvent Oil-based & Latex Paint Aerosols Cleaners Gasoline Antifreeze Thermometers (No Mercury) Fungicide Metal Polish Moth Balls Creosote Used Motor Oil	 Auto Batteries (Up to Five) Fluorescent Straight Tubes, CFLs (Combined Total of No More than Five) Television (One Only) Used Electronic Waste Fire Extinguisher (One Only)	 Sharps (including needles and syring 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.)

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

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.

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.

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.

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, Anti-Hobby Supplies (Adhesive/Paint), Automotive Products (Antifreeze, Motor Oil, etc.), Batteries (Automotive/Household), Cleaners/Wax, Flammables, Lubricant (Oil), Paint, Personal Products, Pesticide (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

SUBMISSION OF PRICING PROPOSALS

3. Annual leaf collection: For over two decades the City of Keller has been recognized as a Tree City USA community and has established development guidelines that encourage tree growth and preservation. The City’s residential properties produce large quantities of leaves in the fall and early winter, resulting in weeks of nearly double garbage tonnage across the City. The City is interested in receiving not only bids but also specific plans on how the Contractor would manage leaf collection in Keller, including options for increased mulching/composting.

Over the past 15 years that CWD has been servicing the City of Keller, we have worked hand-in-hand with the City to develop an industry leading leaf recycling program.

As is the case with most innovation, necessity created the need.

As the Tree City USA community, leaf collection is not only a challenging task, it is a requirement in order to maintain quality service. CWD’s unique understanding of the community has allowed us to take advantage of a problem and turn this into an environmentally friendly solution.

Under the leaf recycling program, CWD will:

- Collect 10 leaf bags first cycle and 20 leaf bags second cycle
- Dedicate 6-8 Saturdays to collect unlimited bagged leaves for residents that signed up (on heavy weeks of the season, CWD will sweep the whole City).
- All plastic/kraft bagged leaves are brought to CWD’s facility on California Crossing Rd.
- Leaves are debagged and loaded in to transfer trailers to be delivered to a compost recycling facility (Living Earth).



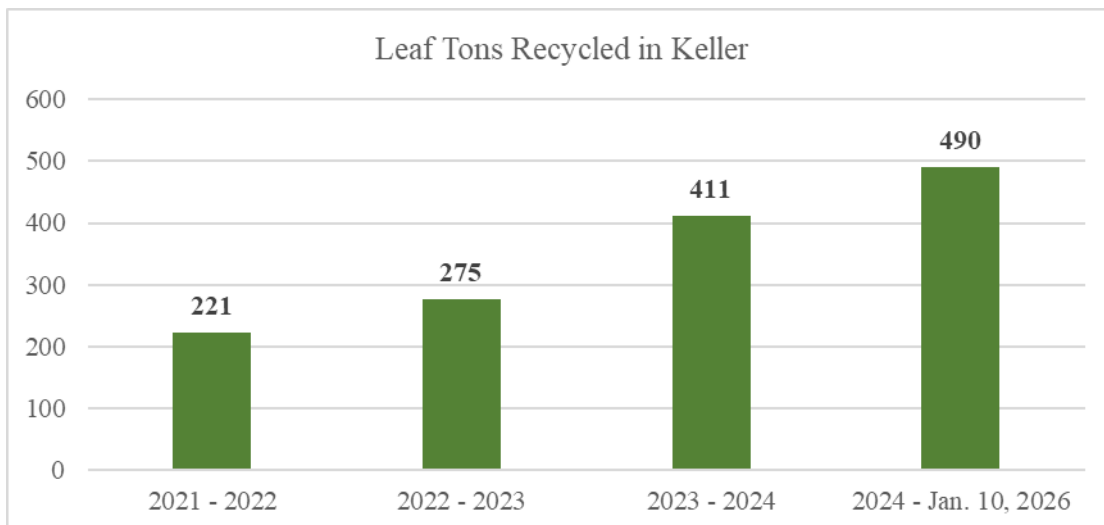
1. Bagged leaves are collected at the curb and brought to CWD



2. CWD employees and skid steers debag the leaves



3. Material is taken to Living Earth for recycling



SUBMISSION OF PRICING PROPOSALS

Any additional services not mentioned in this RFP should be listed separately and include the cost per household or commercial entity.

Annual Cart Washing

Included in CWD's proposal pricing is a once per year cart washing service completed by a CWD owned and operated, industrial cart washing truck.

Residents can receive one (1) free Cart Wash service per year, which includes the cleaning of both the trash and recycle cart.

Residents will contact CWD to schedule a cart wash on a preset day each month (ex: 3rd Wednesday)



Watch the Cart Wash vehicle in action - [HERE](#)

SUBMISSION OF PRICING PROPOSALS

Community Partnership

CWD's participation in the community is a vital part of the partnership with the City. By making Community Events. "Green Events", CWD puts that partnership on display and encourages a commitment to recycling.

In 2025, CWD donated over **\$459,679** in community related events across all of our cities. 97% of this was not included in the contract!

Green Event services include

- Delivery of event trash carts (slotted) with bags
- Delivery of recycle depots with bags
- Set up and tear down day following the event

CWD's partnership and participation in the Keller community and organizations is not only unmatched, but nearly impossible to replicate. Community partnership and exceptional service are part of CWD's DNA!



(above) Keller staff/council tour CWD MRF in 2025

(below) CWD sponsors the Keller 2024 State of the City



(above) CWD named 2023 Large Business of the Year by the Chamber

(below) various Keller residents showing support of their CWD crews!





**THE FOLLOWING SECTIONS
ARE THE
INSURANCE REQUIREMENTS
FOR THIS SERVICE**

INSURANCE REQUIREMENTS

EXHIBIT B - INSURANCE

Prior to the approval of this Contract by the City, the successful Proposer/Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriters/insurance carriers to the coverages, limits, and termination provisions shown thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

1.0 General Provisions

- 1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractor under its insurance coverage.
- 1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the Liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of this contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
 - 1.5.1.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City.
 - 1.5.1.2 Be with an insurer possessing an A-VII A. M. Best Rating or equivalent.

2.0 Minimum Insurance Coverage & Limits

- 2.1 Commercial General Liability. Contractors should maintain commercial general liability and, if necessary, commercial umbrella or excess liability (umbrella or excess liability should be provided on follow-form policy).
- 2.2 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Contractor's, product-completed

INSURANCE REQUIREMENTS

operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.3 City shall be included as an additional insured under the commercial general liability using ISO additional insured endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.4 Limits of Insurance

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella/excess liability follow form	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided with a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	Contact RM for specifications	If Applicable

2.5 Commercial Automobile Liability. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per occurrence.

2.6 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.7 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the amount provided in ISO form CA 00 01.

INSURANCE REQUIREMENTS

- 2.8 Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.
- 2.9 Workers' Compensation & Employer's Liability. Contractors shall maintain workers' compensation insurance with a limit of no less than \$1,000,000 each incident. The employers' liability limit and, if necessary, commercial umbrella coverage, shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 2.10 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages under Contractor's workers' compensation and employers' liability in connection with scope of contract and completed operations.

3.0 Evidence of Insurance

- 3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. Contractor shall furnish copies of all endorsements as required by each section.
- 3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.
- 3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

All Contracts over \$8,000,000 must contact Pamela McGee, Assistant Director of Finance, for insurance specifications.

All Certificates of Insurance need to reference job or contract number in comments section.

INSURANCE REQUIREMENTS

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices in writing not less than thirty (30) days prior to the change. The notice must be complied with the replacement Certificate of Insurance.

All notices shall be given to the City at the following address:

Office of the City Manager
City of Keller
1100 Bear Creek Parkway
Keller, TX 76248

Contractors may use this checklist as a guide for preparing the proposal:

Contractor's Statement of Qualifications

- Section 1: Company History
- Section 2: Financial Capacity
- Section 3: Claims and Disputes
- Section 4: Landfill Information
- Certified Statement
- Form A – List of Municipal Solid Waste Contracts
- Form B – Solid Waste Collection References

Overview of the firm's proposed solid waste program, including:

- Customer Service Plan
- Description of all program components, both residential and commercial
- Proposed collection schedules
- Description of equipment to be used for collection
- List of acceptable Recyclable Material
- Proposed implementation schedule

Pricing Proposals

- Basic Service Requirements (Residential)
- Front-load container rates
- Commercial roll-off rates
- Casters, locks and gates costs
- Residential special haul fee
- Optional Enhancement services



**THE FOLLOWING SECTIONS
ARE THE
INSTRUCTIONS TO BIDDERS
FOR THIS SERVICE**

INSTRUCTIONS TO BIDDERS

Terminology. Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/BID or contract (e.g., Contractor, Vendor).

1. BID INSTRUCTIONS

Completed BIDs will be received until 2:00 p.m. Monday, May 11, 2026, via the City of Keller's IonWave eBid portal at <https://cityofkeller.ionwave.net>. BID responses received after the closing time and date will not be considered.

- A. The City WILL NOT ACCEPT a BID response or alterations to a BID response via in-person, mail, Fax or e-mail. Fax and e-mail communications are available for informational inquiries only. No BID responses received via in-person, mail, Fax or e-mail will be considered under any circumstances.
- B. Until the bid is officially awarded, the only document available to vendors is the Bid Tabulation from the bid opening.
- C. BID may be awarded to vendor(s) by section. Bidders must BID on all sections to be eligible for award.

QUESTION DEADLINE INFORMATION

Questions may be asked during the pre-bid meeting. Additional questions must be submitted in writing through the electronic IonWave eBid portal. Responses to all questions will be issued through the IonWave eBid portal by the date and time indicated.

- **Questions Submittal Deadline:** May 4, 2026, at 5:30 p.m.
- **Question Responses Issued:** May 6, 2026, at 5:30 p.m.

Project Contact: Pamela McGee, Assistant Director of Finance, (817) 743-4006 or email at pmcgee@cityofkeller.com.

It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents including all addendums (if issued) prior to the bid opening.

All questions that will affect the bid specifications in a material way of this bid must be submitted in writing on the IonWave eBid portal no later than the bid question deadline previously noted.

All questions will be answered and submitted to all bidders via the IonWave eBid portal. Addendums will be issued if required and will be published on the IonWave eBid portal.

No questions will be accepted or answered after 5:30p.m. on Monday, May 4, 2026.

2. SIGNATURES

All BID responses must be signed by an authorized representative of the Contractor. Unsigned BID responses will not be considered under any circumstances. Signatures on all BID responses acknowledge Contractor's agreement to comply with all stipulations and requirements contained in the Invitation for BID and BID Specifications, unless stated otherwise by Contractor under "Deviations."

3. DEVIATIONS BETWEEN BID SPECIFICATIONS AND DELIVERED ITEM(S)

Prior to acceptance of the quoted commodity, the City reserves the right to perform a visual inspection and physical demonstration to verify compliance with all BID specifications and operational requirements. Should the products/services fail to meet the specifications as required in the BID, Contractor agrees that the City may elect to do one of the following:

- A. Reject the BID and void the purchase as to all BID items;
- B. Require specific performance by the successful Contractor at no additional cost to the City; or
- C. Hire outside sources to correct deviations at Contractor's expense.

4. BID AWARD/EVALUATION CRITERIA

Under the **Texas Local Government Code (Chapter 252)**, municipal competitive sealed bids may be awarded either to the lowest responsible bidder or to the bidder who provides the best value for the municipality — not strictly low bid only

- A. The City reserves the right to reject any or all BIDs, in whole or in part; to waive any informality in any BID; and to accept the BID which, in its sole discretion, is in the best interest of the City. The City reserves the right to award BIDs by item, combination or groups of items, or total BID. **Vendors submitting on an "All or None" basis must so indicate on the BID.**
- B. The City will evaluate the responses based upon the following evaluation criteria and scoring matrix:

EVALUATION CRITERIA:

This bid will be awarded to the bidder who provides goods or services at the best value for the City. The following scoring will be used to evaluate each proposer’s response to the Bid. Points to be awarded based on information to be provided by the vendor including pricing, qualification information provided with the bid, construction time, safety record questionnaire and any other pertinent information the vendor would like the City to consider. Vendor must include a description of why any additional information is pertinent.

E-Verify and Local Vendor Preference

- **E-Verify:** Vendors who enroll all employees in the federal E-Verify program and provide documentation upon request may receive favorable consideration in the evaluation.
- **Local Vendor Preference:** Vendors that qualify as local and provide supporting documentation upon request may also receive favorable consideration in the evaluation.

Participation in E-Verify and local vendor status is encouraged but not mandatory. Consideration will be given only if documentation is provided when requested.

A.	Price	50 pts
B.	Special Needs & Requirements of the City	5 pts
C.	Results of Reference Checks	10 pts
D.	Contractor’s Past Performance with the City	20 pts
E.	City’s Evaluation of Contractor’s Ability to Perform	15 pts
F.	Local Vendor Preference	5 pts
G.	E-Verify Vendors	5 pts
	Maximum Possible Score:	100 pts

- C. BIDs do not become contracts until they are awarded by the City Council and accepted by issuance of a Purchase Order or Contract by the City of Keller.
- D. The City may make such investigations as it is necessary to determine the ability of the Contractor to provide satisfactory performance in accordance with specifications, and the Contractor shall furnish to the City all such information and data for this purpose as the City may request. The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Keller that it has the necessary facilities, ability, human and financial resources to provide the work specified therein in a satisfactory manner. The bidder may also be required to give a history and to satisfy the City of Keller regarding the bidder’s qualifications. The City of Keller reserves the right to reject any BID if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Keller that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder’s

qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
 2. The ability of the bidder to perform the work promptly or within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder; and
 4. The quality of performance on previous contracts or work.
- E. Continuing non-performance of the Contractor by failure to meet the terms of the Specifications shall be a basis for the termination of the contract by the City.
- F. The City of Keller accepts no responsibility for any expense incurred in the preparation and presentation of a BID. Such expenses shall be borne exclusively by the bidder.
- G. Attendance at the pre-bid meeting is **mandatory**. A pre-bid meeting will be conducted as follows:
- **Date:** Wednesday, April 22, 2026
 - **Time:** 2:00 p.m.
 - **Location:** Virtual Teams Meeting Link

The purpose of this meeting is to:

1. Respond to any questions from prospective bidders.
 2. Allow bidders to become familiar with the city and local conditions that may affect the cost, progress, and performance of the work.
 3. Allow bidders to have the opportunity to ask questions.
- H. Bidders must submit with the bid, a list of all equipment, giving year, model and make of machines to be used and all equipment shall be subject to inspection by the City of Keller. Machines shall be industrial or commercial grade equipment. Equipment List form is available on the IonWave eBid portal.

5. **GRIEVANCE PROCEDURE**

The City of Keller provides for a grievance procedure for Contractors relating to specifications, terms, conditions, and instructions. Contractors with questions relating to the above matters are to contact Pamela McGee, Assistant Director of Finance (817) 743-4028. If such matters have not been brought to the attention of the City staff prior to five days before the opening date, the City considers the BID request to be acceptable to all Contractors in all respects.

6. EXCEPTIONS/ALTERNATES TO BID

Any interlineation, alteration, or erasure made before the deadline must be initialed by the signer of the BID, guaranteeing authenticity. Any exceptions or alternates to the BID are to be clearly indicated on the page entitled, **“EXCEPTIONS/ALTERNATES TO RFP #26-005”**. Any exceptions/alternate from specifications and alternate BID must be clearly shown with complete information provided by the Contractor. Exceptions/alternates to BID may or may not be considered by the City.

Changes prior to opening of RFP must be submitted before the opening deadline. Changes may be completed on the City’s IonWave eBid portal prior to the indicated bid deadline. Time extensions will not be granted under any circumstances.

7. BID WITHDRAWAL OR REJECTION

The City reserves the right to withdraw the Invitation to BID for any reason or to reject all BIDs, or parts of all or any specific BID or BIDs. The City reserves the right to accept part or all any specific BID or BIDs, or any combination of BIDs, and to accept any BID or BIDs with or without trade-in.

After opening, bidders shall not be allowed to withdraw their BIDs unless they make an obvious mistake, supported by objective evidence that the mistake was unintentional, and approval by the City of Keller. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the BID. Such request shall be received by the City within 1 day after opening. If permitted to withdraw its BID, the bidder shall not supply any material or labor or perform any subcontract or other work in connection with the resulting contract. No partial withdrawals are permitted. Prior to opening, bidders may withdraw simply by making a written request to the City of Keller, Attn: Assistant Director of Finance, P O Box 770, Keller, TX 76244; no explanation is required.

8. LATE BIDS

BIDs received after the official BID opening date and time will not be considered. The City is not responsible for lateness or non-delivery of mail, courier, etc. to the City, and the time and date recorded by the City shall be the official time of receipt of the BID. It is the policy of the City that late BIDs will be returned to the sender unopened provided there is a return address on the envelope. However, if a late BID is opened in the mail room by City staff in error, or the BID invitation is improperly addressed or labeled, and subsequently opened by City staff in error, under no circumstances will the late BID be considered, even if opened. **Contractor is solely responsible for ensuring that BIDs are received by the City on or before the BID due date and time.**

9. PRICES HELD FIRM

- A. All prices quoted shall remain firm for the duration of the contract, unless otherwise specified by the City or Contractor. See Special Terms and Conditions.
- B. Each BID shall be valid for one hundred twenty (120) calendar days after the opening date of the BID and shall constitute an irrevocable offer to the City of Keller for the 120-calendar day period. The 120-calendar day period may be extended by mutual agreement of the parties.

10. PRICE DECLINE

Should there be a decline in the market price of the commodities provided during this agreement, then the City shall receive the benefit of such decline.

11. QUANTITIES

- A. To assist in establishing a total BID amount for BID tabulation purposes, estimated quantities may have been listed in the specifications, or on the BID tabulation form for each item. Bidder acknowledges that estimated quantities have been used and further acknowledges that the City reserves the right to increase or decrease these quantities during this contract depending upon the City's needs and operations.
- B. Materials delivered in error or more than the quantity ordered may, at the City's option, be returned to Contractor at Contractor's expense.

12. UNIT PRICES AND EXTENSIONS

If unit prices and their extensions do not coincide, the City will accept the BID price(s) resulting in the lesser amount(s).

13. PACKING, CRATING AND CARTAGE

- A. The cost of all special packing, boxing, or crating shall be included in the pricing specified in the response, unless otherwise specifically stated in the City's request. All packing, crating, or other debris resulting from the delivery or set-up of the commodity purchased shall be removed and properly disposed of by the successful Contractor.
- B. A packing list or delivery ticket shall accompany each shipment and shall include, at a minimum, the following information:
 - 1) name and address of vendor
 - 2) name of receiving department
 - 3) job site or delivery location

- 4) complete description of material(s) shipped, including quantity
- 5) purchase order number (if applicable)

14. DESTINATION CHARGES

All products offered shall be BID F.O.B., destination (e.g., City of Keller), as designated, with all delivery charges to be prepaid by the successful Contractor. The City WILL NOT ACCEPT C.O.D. OR COLLECT SHIPMENTS.

15. TITLE/RISK OF LOSS

The title and risk of loss of the goods shall not pass to the City until the City receives, takes possession, and accepts the goods at the point of delivery.

16. DELIVERY DATE(S) AND LOCATION

The maximum number of days to deliver the product after receipt of the City's order shall be 7 days. This date may determine the award. Should contractor be unable to deliver the product by the deadline, a 2% fee per day for delay will be assessed beginning on the first day following the promised delivery date.

17. IDENTICAL BIDS

In the event of two or more identical low BIDs, the BID will be awarded as prescribed by Section 271.901 of the Texas Local Government Code.

18. WARRANTY

Guarantees and warranties, when required, should be included as a part of the BID as they may be a consideration in awarding the BID.

19. TERMINATION OF AGREEMENT

- A. This agreement shall remain in effect until the date of expiration, delivery, and/or acceptance of products and/or performance of services ordered. This agreement may be terminated by either party with a thirty (30) day written notice to the other party. If terminated by Contractor, Contractor must state therein the reasons for such cancellation. Upon delivery of such notice, Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to immediately cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practical after receipt of notice of termination, the Contractor shall submit a statement to the City for payment of that portion of the agreement successfully performed.
- B. Breach of contract or default authorizes the City to exercise any or all the following remedies:

- 1) take possession of the assigned premises and any fees accrued or becoming due to date.
 - 2) take possession of all goods, fixtures, and materials of Contractor therein and may foreclose its lien against such personal property, applying the proceeds toward any fees due or thereafter becoming due.
- C. The City reserves the right to cancel the contract immediately if the City determines in its sole discretion that the successful Contractor is not fulfilling the assigned responsibilities under the agreement and work, or contract will be awarded to the next qualifying Contractor.
- D. In the event the Contractor should fail to perform satisfactorily, keep or observe any of the terms and conditions to be performed, kept, or observed, the City shall provide the successful Contractor written notice of such default by certified mail; and in the event such default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Contractor, default shall be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this BID, agrees that the City shall not be liable to prosecution for damages if the City declares the Contractor in default.
- E. The City reserves the right, in case of default, to procure the services from other sources and hold the defaulting Contractor responsible for any excess costs occasioned thereby.

20. ASSIGNMENT OF CONTRACT

See Transferability of Agreement section

21. BID AMBIGUITY

Any ambiguity in the BID resulting from an omission, error, lack of clarity or non-compliance by the Contractor with specifications, instructions and all conditions of BID shall be construed in the favor of the City. **Bidder is solely responsible for understanding all aspects of BID specifications and BID instructions.**

Contact for specifications clarification: Pamela McGee Assistant Director of Finance, phone (817) 743-4028 or email pmcgee@cityofkeller.com.

22. CONTRACT DELETIONS/ADDITIONS

The City of Keller reserves the right to make changes to the contract. If this occurs, City will negotiate deletions/additions and issue a change order. A thirty (30) day written notice will be issued. At the same time, City reserves the right to add to this

contract any additional acquired space, new property, or deemed necessary space to this service contract. **Additionally, the City reserves the right to cancel contract, based upon available funding.**

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications. All change orders to this agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City. **Payment requests that exceed the contract/bid amount will not be processed until signed change order(s) signed are submitted to the Finance Department.**

24. MODIFICATIONS, AMENDMENTS AND ADDENDA

The City shall have the right to modify the BID specifications, instructions, and terms and conditions prior to the BID submission deadline. The City will endeavor to notify all potential bidders that have received a copy of the BID specifications. **However, failure to notify potential Bidders shall impose no obligation or liability on the City.**

The City will endeavor to publish notice of such modification or addenda in the *Fort Worth Star Telegram* in the same manner as the original notice was published, in accordance with Section 252.041 of the Texas Local Government Code. The City may also provide such notice of modification or addenda on the City's IonWave Platform <https://cityofkeller.ionwave.net>. It is the bidder's responsibility to contact the City of Keller to obtain the addenda information.

25. PATENT INDEMNITY

The Contractor hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the Bidder agrees to indemnify and hold harmless the City for any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

26. GRATUITIES/GIFTS

The City may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or its agent or representative to any City officer, employee, appointed or elected official, with respect to the award and/or performance of the agreement. In addition, the successful Contractor may be subject to penalties stated in Title 8 of the Texas Penal Code.

27. RESPONSE FORM(S) TO BE USED

The BID quote must be submitted on the form(s) provided in the BID package in compliance with all conditions listed thereon, unless otherwise specified in the BID specifications. BIDs may be rejected if they show any omission, alterations, conditional clauses, or irregularities.

In the event you elect not to bid on this requirement, please fill out and return the attached “NO BID” response form.

28. SPECIAL TOOLS

If special tools are required for routine maintenance of equipment or products proposed, or to provide access to compartment areas, the Contractor shall provide these tools to the City at Contractor’s expense.

29. OPERATIONAL MANUALS

If requested by the City, Contractor shall provide a complete set of operational instructions and descriptive literature for proper evaluation of the products and/or services quoted.

30. MATERIAL SAFETY DATA SHEETS (MSDS)

If required, BID shall include an MSDS for each product quoted, if applicable.

31. EMPLOYEE TRAINING

The Contractor shall provide on-site (or classroom, if applicable) instruction to the designated City employee(s) as required to safely operate and maintain the item(s) purchased. This instruction and training shall be provided to the City at Contractor’s expense.

32. ORDERS AND PAYMENT TERMS

A. All BIDs shall specify terms and conditions of payment, which will be considered as part of, but not solely control, the award of BID. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, products and/or services. BIDs which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the City, the review, inspection, and processing procedures can be completed as to the specific purchases within the specified time frame. Orders will be placed by authorized City personnel, and those orders exceeding three thousand dollars (\$3,000.00) must be provided with a Purchase Order Number to be valid. The Purchase Order number shall appear on all itemized invoices and packing slips. The City will not be responsible for any orders placed and/or delivered without a valid, current Purchase Order.

- B. Payment(s) to Contractor will be made after satisfactory receipt of the product and/or services, as determined by the City, and receipt of invoice or other billing statement used by the Contractor. No payments will be made in advance of receipt of products and/or services, unless specified otherwise in the contract. It is the intention of the City to make payments on completed orders within thirty (30) days of receiving invoices unless unusual circumstances arise. Prices quoted shall include all charges, including delivery, labor, equipment, and set-up fees. Likewise, invoices shall be fully documented as to labor, materials, equipment provided, set-up fees, and taxes (if applicable). Invoices are to be submitted to the following address:

City of Keller
ATTN.: Purchasing
1100 Bear Creek Parkway
Keller, Texas 76248

- C. The City operates on a fiscal year that ends September 30th. **All invoices including work/services through September 30th must be submitted by October 31st.** Invoices not received by this deadline may be subject to an Administrative Fee to be deducted from the payment request.
- G. The preferred payment method by the City of Keller is EFT/ACH. Upon award, vendors must complete an “Authorization to Wire Funds” form. Authorization to Wire Funds form is available on the IonWave eBid portal.
- H. It is the policy of the City of Keller that **ALL** vendor checks are mailed through the U. S. Post Office.

33. **USE OF PURCHASING CARDS**

Contractor is encouraged to accept payment by Purchasing Card to expedite the ordering and payment process.

34. **NEGOTIATION**

Any attempt to negotiate or provide information on the contents of this BID with the City or its representatives prior to BID award shall be grounds for disqualification of the BID.

35. **PRICE FIXING**

In submitting a BID response, Contractor thereby certifies that he has not participated nor been party to any collusion, price fixing, or any other agreement or agreements with any company, firm or person(s) concerning the pricing on the enclosed BID.

36. REFERENCES

See Contractor's Statement of Qualifications, 1.6 page 8 and Form B, page 18

37. CONFIDENTIALITY OF DOCUMENTS

In accordance with Local Government Code 252.049 trade secrets are confidential information in competitive sealed bids and are not open for public inspection.

After BID opening, except for BID amounts, names, and addresses of contractors, all other BID documents and information will be deemed confidential during the evaluation process until formal action to award the BID or reject all BIDs has been taken by the City Council. Following award of the BID or rejection of all BIDs by the City Council, all BIDs shall then become public documents, available for public view upon written request. Copies of BIDs may then be requested by interested contractors, citizens, or City officials.

38. CONTACTS WITH CITY EMPLOYEES AND OFFICERS

To ensure fair and objective evaluation of BIDs, all questions related to this BID should be addressed only to the person(s) so named herein or in the BID Specifications. Contact with any other City employee, or any appointed or elected official without prior written consent of the person(s) so named herein is expressly prohibited. Contractors directly contacting other City employees, or any appointed or elected officials without prior written consent will risk elimination of the BID from further consideration.

39. EMPLOYEE (SUBCONTRACTOR) IDENTIFICATION

Contractors may be required to provide and enforce the use of uniforms and identification badges to personnel assigned under this contract. Uniform design (if applicable) is subject to approval by the City. The Contractor is responsible for cleaning of employee uniforms. Contractor is also responsible for the following:

- ensuring employees maintain a neat and clean appearance while providing the services;
- providing and enforcing the use of name badges;
- immediately collecting name badges of terminated employees; and
- checking employees' proof of valid driver's licenses every six months.

40. IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT

Contractor will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City and be properly licensed and inspected in accordance with the State of Texas and Tarrant County regulations.

41. EMPLOYEE SAFETY

Contractors must provide and enforce the use of appropriate safety equipment.

42. SUBSTANCE ABUSE

Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated. Enforcement of this policy is the responsibility of Contractor.

43. CRIMINAL HISTORY BACKGROUND CHECK

Prior to each employee commencing work, Contractor must conduct a criminal history check acceptable to the City and forward all reports to an authorized City representative.

44. CUSTOMER RELATIONS

Contractor is responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, and/or customers of the City. The City reserves the right to reject any Contractor, subcontractor or employee and/or request replacement at any time.

45. SALES TAXES

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a "tax exempt number." The City will provide a sales tax exemption certificate to the vendor upon request.

The total for each BID submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each BID. The City cannot determine whether the item(s) requested in the BID are taxable to the City. The bidder, through the bidder's attorney or tax consultant, must make such determination. Bills submitted for taxes after the BIDs are awarded will not be honored.

46. TAXES, PERMITS, LICENSES

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon writing notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Keller, Attn: Purchasing Agent, P O Box 770, Keller, TX 76244 within (10) days of notification.

contract may be superseded or amended only if replaced with a more extensive contract that is agreed to by both parties.

51. CONTRACT ADMINISTRATION

Under this contract, the City of Keller will appoint the City Manager or his/her designee as contract administrator with the designated responsibility to ensure compliance with performance of contract requirements. Such responsibilities will include, but will not be limited to, the inspection and acceptance of all products/services to be provided under this contract. If a product/service is found to be unsuitable or as required by this contract, the CONTRACTOR will be required to remedy the product/service at Contractor's expense. Bidder will furnish written plan of action as to how and when correction of discrepancies will be accomplished to eliminate complaints. Bidders shall not handle any complaints or requests from citizens. Any citizens' concerns should be directed to the City Manager, his designee, or the appropriate City Department.

52. FAILURE TO ENFORCE

Failure by the City of Keller at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Keller to enforce any provision at any time in accordance with its terms.

53. INDEPENDENT CONTRACTOR

The bidder who is awarded the contract shall be considered an independent contractor for all purposes. The Contractor shall maintain complete control over all its employees and subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors. The Contractor shall employ only fully experienced and properly qualified persons to perform the work.

54. QUALITY OF SUPPLIES/COMPONENTS

Except as to any supplies or components, which the specifications provide need not be new, all supplies and components to be provided under this contract/BID shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this contract, the Contractor believes that furnishing of supplies or components which are not new is necessary or desirable, they shall notify the City immediately, in writing, including the reasons therefore, and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

55. INSURANCE REQUIREMENTS

See Insurance Requirements, page 71 through page 72

56. CERTIFICATES OF INSURANCE

At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work at the job site, the contractor and his subcontractors shall furnish the City with certificates of insurance with an Endorsement naming the City of Keller as additional insured as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. Contracts less than \$49,999.99 do not require an Insurance Endorsement; however, a **Certificate of Insurance** is required naming the City of Keller as additional insured. Contracts exceeding \$50,000.00 shall be required to provide a copy of the Certificate of Insurance and the Insurance Endorsement naming the City of Keller as additional insured. The certificates of insurance provide that any company issuing an insurance policy for the work under this contract shall provide not less than 30 days advance notice in writing of cancellation, non-renewable, or material change in the policy of insurance. In addition, the contractor shall provide written notice to the City of Keller upon receipt of notice of cancellation of any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the “occurrence” type. Certificates of insurance and Endorsements for contractors and subcontractors, terminations, or alterations of such policies shall be mailed to Pamela McGee, Finance Director, Finance Department, P O. Box 770, Keller, TX 76244.

57. COMPREHENSIVE GENERAL LIABILITY

See Insurance Requirements, page 52 through page 53

58. COMPREHENSIVE AUTOMOBILE LIABILITY

See Insurance Requirements, page 53 through page 54

59. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

See Insurance Requirements, page 54

60. INDEMNIFICATION

For consideration included in the BID price, contractor and his subcontractors shall pay, indemnify, and hold harmless, the City and Keller Town Center Property Owners Association, its agents, guests, consultants, invites, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney’s fees, costs and judgments of every kind and description to which the City of Keller and Keller Town Center Property Owners Association, its agents, guests, consultants, invites, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor’s performance hereof, or of any work performed hereunder.

The Contractor agrees to and shall indemnify and hold harmless the City of Keller and Keller Town Center Property Owners Association against any and all liens and encumbrances for all labor, goods and services which may be provided under the City's request, by seller or seller's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

Contractor and his subcontractors shall indemnify and hold harmless the City of Keller and Keller Town Center Property Owners Association, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance, or regulation by the contractor, its agents, trainees, invites, servants, and employees.

61. WAIVER OF SUBROGATION

See Insurance Requirements, page 53

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Keller and the Keller Town Center Property Owners Association, its commissioners, partners, officials, agents, and employees and all other contractors and subcontractors.

62. BONDS

Bid Bond. Unless specified otherwise in BID specifications, all BIDs shall be accompanied by a bid bond acceptable to the City in the amount of **5% of the total maximum bid**. **The City will accept only a bond issued by a surety/insurance company or a cashier's check issued by a national or state bank.** All BID bonds shall be returned to the bidder 10 days after award of contract.

Performance and Payment Bonds. No contract shall be effective until the following performance and payment bonds are furnished:

When Payment and/or Performance Bonds are required for public works projects, Bidder will execute separate performance and payment bonds upon execution of contract. Each bond shall be in the sum of one hundred percent (100%) of the total contract price, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all subcontractors supplying labor and materials, or furnishing any equipment in the execution of the contract.

For contracts for services, a payment bond of one hundred percent (100%) of the total contract price is required, guaranteeing payment to all employees supplying labor and materials, or furnishing any equipment in the execution of the contract.

Bond Requirements: Bids under \$50,000.00 will require no bonds. Bids more than \$50,000.00 but less than \$100,000.00 will require bid and payment bonds. Bids more than \$100,000.00 will require bid, payment, and performance bonds.

63. DEBARMENT

By submitting a BID, the bidder certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

64. BANKRUPTCY

If seller becomes bankrupt or insolvent, or if a petition in bankruptcy or insolvency is filed by or against Seller, or if a receiver, trustee or assignee for the benefit of creditors is appointed to Seller, the City shall have the right, at its sole discretion, to treat such occurrence as a breach thereof.

65. CONTRACT WITH PERSON INDEBTED TO MUNICIPALITY

A municipality by ordinance may establish regulations permitting the municipality to refuse to enter a contract or other transaction with a person indebted to the municipality.

66. PRE-ESTABLISHED CONTRACTS

The City has access to “Pre-Established Contracts” such as US Communities, State Contracts and Local Buying Agreements. The City will evaluate the bid amount with what is offered through these contracts and determine which is the most advantageous to the City.

67. GOVERNING LAW

This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising from this agreement shall be brought in federal or state courts within the State of Texas and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

68. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a “conflict of interest” questionnaire (attached). Additional information regarding this requirement may be obtained at www.ethics.state.tx.us. CIQ form is available on the IonWave eBid portal.

H.B. 491 changed Section 176.006 to read as follows: “(a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and: (1) has an employment or other business relationships with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).”

**DOWNLOAD THIS FORM FROM THE “ATTACHMENT TAB” ON THE IONWAVE EBID PORTAL
THIS PAGE MUST BE COMPLETED AND UPLOADED TO THE “RESPONSE TAB” ON THE IONWAVE
EBID PORTAL OR RFP MAY BE REJECTED**

69. CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015 to implement the law.

Filing Process:

On January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be uploaded to the IonWave eBid portal.

Information regarding how to use the filing application is available at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. Please follow instructional Video for Business Entities.

70. LOCAL GOVERNMENT CODE TITLE 10 SUBTITLE CHAPTER 2252 & 2270

Vendor shall submit HB89 Verification form prior to award of contract.

71. COMPLIANCE WITH APPLICABLE LAW

Bidder agrees that the contract will be subject to, and bidder will strictly comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.



**THE FOLLOWING SECTIONS
ARE THE
SPECIAL TERMS & CONDITIONS
FOR THIS SERVICE**

SPECIAL TERMS AND CONDITIONS

Annual Renewal Escalation Maximum 10% Proposal:

First 5 Year Period: See Section 18. Exceptions / Alternates

Year 1: Fixed Year 2: Fixed Year 3: _____% Year 4: _____% Year 5: _____%

Optional 5 Year Renewal: See Section 18. Exceptions / Alternates

Year 6: _____ Year 7: _____ Year 8: _____% Year 9: _____% Year 10: _____%

*Escalation percentages will be considered in determining the best value to the City.

REMUNERATION See Section 18. Exceptions / Alternates

The City is proposing Base Rates charged by Contractor for services to Commercial and Residential Units will remain fixed and will not be adjusted for years one (1) and two (2) of the contract. Commencing on year three (3) and continuing annually on each anniversary date of the Commencement Date of the Agreement Contractor may, at their option, submit a request in writing for an adjustment to the established rate schedule in said Agreement. The Contractor shall furnish evidence as to the need for such adjustment, and the City, upon investigation and consideration of the circumstances surrounding the request, may approve or disapprove such request, having due regards for other such factors as the City may deem relevant. Contractor shall, upon request of the City, timely furnish all data related to the requested adjustment in consideration. The City will consider proposed methodologies for rate structures submitted by Contractor with their bid packet. Proposed methodologies should take into consideration appropriate rate reductions if warranted, in addition to methodology for requested increases. **Contractor must include a not-to-exceed percentage rate increase for years three (3) through ten (10).**

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EBID PORTAL OR RFP WILL BE REJECTED**



THE FOLLOWING SECTIONS

ARE THE

FORMS

FOR THIS SERVICE

Attachment B

Equipment

Identify major items of equipment that your firm owns or leases (designate which) that will be available for use on this account. Please attach a Fleet Schedule including age of equipment, whether leased or owned, and a replacement time frame.

On the following pages, is a list of all residential and commercial operations vehicles in CWD's fleet today.

CWD maintains a spare ratio for all collection trucks. Ratio shown in spare per route truck.

Residential

- Automated Side Load –1:7 spare ratio met
- Manual Rear Load –1:9 spare ratio exceeded

Commercial

- Front Load –1:5 spare ratio met
- Roll Off –1:9 spare ratio met

In addition to our spare ration, CWD has also purchased “floor plan” chassis to expedite the vehicle acquisition process. A “floor plan” is a chassis that CWD has already purchased and had built, waiting on a manufacturers site to be designated for a certain type of body to be placed on. This gives CWD the unique flexibility to quickly acquire brand new, CNG, collection trucks to satisfy the high growth environment of some of our existing cities (Princeton, Little Elm, Melissa) while also having the capacity to take on new opportunities, such as the City of Celina.

CWD utilizes these chassis to meet annual equipment needs (growth and replacements) but this also allows us the ability to quickly adapt to a new opportunity, mitigate equipment manufacture times or account for unexpected growth.

While a “floor plan” may not satisfy the entire needs of a new contract, by filling some/most of the equipment needs, CWD has the flexibility to leverage other manufacturers to complete the order.

As of November 2025, CWD has the following “floor plan” chassis available:

- Two (2) Automated Side Load (CNG)
- Two (2) Manual Rear Load (CNG)
- Two (2) Front Load (CNG)
- Two (2) Roll Off (CNG)

Truck Number	Make	System	Type	Date In Service
107	Peterbilt	Commercial	Container Delivery	2020
108	Mack	Commercial	Container Delivery	2021
109	Kenworth	Commercial	Container Delivery	2023
320	Peterbilt	Commercial	Commercial Front Load	2024
321	Peterbilt	Commercial	Commercial Front Load	2024
322	Mack	Commercial	Commercial Front Load	2025
323	Mack	Commercial	Commercial Front Load	2025
324	MACK	Commercial	Commercial Front Load	2025
325	MACK	Commercial	Commercial Front Load	2025
326	MACK	Commercial	Commercial Front Load	2025
327	MACK	Commercial	Commercial Front Load	2025
328	MACK	Commercial	Commercial Front Load	2025
329	Mack	Commercial	Commercial Front Load	2025
330	Autocar	Commercial	Commercial Front Load	2025
331	Autocar	Commercial	Commercial Front Load	2025
332	Autocar	Commercial	Commercial Front Load	2025
333	Autocar	Commercial	Commercial Front Load	2025
334	MACK	Commercial	Commercial Front Load	2026
335	MACK	Commercial	Commercial Front Load	2026
336	Mack	Commercial	Commercial Front Load	2026
339	MACK	Commercial	Commercial Front Load	2026
348	Autocar	Commercial	Commercial Front Load	2020
363	Autocar	Commercial	Commercial Front Load	2016
365	Autocar	Commercial	Commercial Front Load	2016
366	Autocar	Commercial	Commercial Front Load	2017
367	Autocar	Commercial	Commercial Front Load	2017
369	Autocar	Commercial	Commercial Front Load	2018
370	Autocar	Commercial	Commercial Front Load	2018
371	Autocar	Commercial	Commercial Front Load	2018
375	Peterbilt	Commercial	Commercial Front Load	2019
376	Peterbilt	Commercial	Commercial Front Load	2018
377	Autocar	Commercial	Commercial Front Load	2026
378	Autocar	Commercial	Commercial Front Load	2019
379	Autocar	Commercial	Commercial Front Load	2019
380	Peterbilt	Commercial	Commercial Front Load	2018
381	Autocar	Commercial	Commercial Front Load	2019
382	Autocar	Commercial	Commercial Front Load	2019
383	Autocar	Commercial	Commercial Front Load	2020
384	Autocar	Commercial	Commercial Front Load	2020
385	Autocar	Commercial	Commercial Front Load	2020
386	Autocar	Commercial	Commercial Front Load	2020
387	Autocar	Commercial	Commercial Front Load	2020
388	Autocar	Commercial	Commercial Front Load	2021
389	Autocar	Commercial	Commercial Front Load	2021
390	Peterbilt	Commercial	Commercial Front Load	2021
391	Peterbilt	Commercial	Commercial Front Load	2021
392	Peterbilt	Commercial	Commercial Front Load	2021
393	Peterbilt	Commercial	Commercial Front Load	2021
394	Peterbilt	Commercial	Commercial Front Load	2022
395	Autocar	Commercial	Commercial Front Load	2022
396	Autocar	Commercial	Commercial Front Load	2022
397	Peterbilt	Commercial	Commercial Front Load	2023
398	Peterbilt	Commercial	Commercial Front Load	2024
399	Peterbilt	Commercial	Commercial Front Load	2024
437	Peterbilt	Industrial	Roll Off	2015
438	Peterbilt	Industrial	Roll Off	2015
439	Kenworth	Industrial	Roll Off	2016
441	Peterbilt	Industrial	Roll Off	2017
442	Peterbilt	Industrial	Roll Off	2017
443	Peterbilt	Industrial	Roll Off	2017
444	Peterbilt	Industrial	Roll Off	2017
445	Peterbilt	Industrial	Roll Off	2018
446	Peterbilt	Industrial	Roll Off	2018
447	Peterbilt	Industrial	Roll Off	2018
448	Kenworth	Industrial	Roll Off	2018
449	Kenworth	Industrial	Roll Off	2018
450	Kenworth	Industrial	Roll Off	2018
451	Peterbilt	Industrial	Roll Off	2018
452	Peterbilt	Industrial	Roll Off	2018
453	Peterbilt	Industrial	Roll Off	2018

Truck Number	Make	System	Type	Date In Service
251	Peterbilt	Residential	Brush Truck	2017
252	Peterbilt	Residential	Brush Truck	2020
253	Peterbilt	Residential	Brush Truck	2020
254	Peterbilt	Residential	Brush Truck	2023
255	Freightliner	Residential	Brush Truck	2023
552	Isuzu	Residential	Single Axel Rear Loader	2024
625	AutoCar	Residential	Rear Loader	2015
626	AutoCar	Residential	Rear Loader	2015
627	Auto Car	Residential	Rear Loader	2016
628	Auto Car	Residential	Rear Loader	2016
629	Auto Car	Residential	Rear Loader	2016
630	Auto Car	Residential	Rear Loader	2016
631	Auto Car	Residential	Rear Loader	2016
632	Auto Car	Residential	Rear Loader	2016
633	Autocar	Residential	Rear Loader	2016
634	Autocar	Residential	Rear Loader	2017
635	Autocar	Residential	Rear Loader	2017
636	Autocar	Residential	Rear Loader	2017
637	Autocar	Residential	Rear Loader	2017
638	Autocar	Residential	Rear Loader	2017
639	Autocar	Residential	Rear Loader	2017
640	Autocar	Residential	Rear Loader	2017
641	Autocar	Residential	Rear Loader	2018
642	Autocar	Residential	Rear Loader	2018
643	Autocar	Residential	Rear Loader	2018
644	Autocar	Residential	Rear Loader	2018
645	Autocar	Residential	Rear Loader	2019
646	Autocar	Residential	Rear Loader	2019
647	Autocar	Residential	Rear Loader	2019
648	Autocar	Residential	Rear Loader	2019
649	Autocar	Residential	Rear Loader	2019
650	Autocar	Residential	Rear Loader	2019
651	Autocar	Residential	Rear Loader	2019
652	Autocar	Residential	Rear Loader	2019
653	Autocar	Residential	Rear Loader	2019
654	Autocar	Residential	Rear Loader	2019
655	Autocar	Residential	Rear Loader	2019
656	Autocar	Residential	Rear Loader	2020
657	Autocar	Residential	Rear Loader	2020
658	Autocar	Residential	Rear Loader	2026
659	Autocar	Residential	Rear Loader	2020
660	Peterbilt	Residential	Rear Loader	2020
661	Autocar	Residential	Rear Loader	2020
662	Peterbilt	Residential	Rear Loader	2020
663	Peterbilt	Residential	Rear Loader	2021
664	Peterbilt	Residential	Rear Loader	2021
665	Peterbilt	Residential	Rear Loader	2021
667	AutoCar	Residential	Rear Loader	2021
668	AutoCar	Residential	Rear Loader	2021
669	Peterbilt	Residential	Rear Loader	2022
670	Peterbilt	Residential	Rear Loader	2022
671	Battle	Residential	Rear Loader	2024
672	Battle	Residential	Rear Loader	2024
673	Battle	Residential	Rear Loader	2024
674	Battle	Residential	Rear Loader	2024
675	Battle	Residential	Rear Loader	2024
676	Battle	Residential	Rear Loader	2024
677	Battle	Residential	Rear Loader	2024
678	Battle	Residential	Rear Loader	2024
679	Battle	Residential	Rear Loader	2024
680	Battle	Residential	Rear Loader	2025
681	Battle	Residential	Single Axel Rear Loader	2025
682	Battle	Residential	Rear Loader	2025
683	Battle	Residential	Rear Loader	2025
684	Battle	Residential	Rear Loader	2025
685	Battle	Residential	Rear Loader	2026
726	Autocar	Residential	Side Loader	2016
727	Autocar	Residential	Side Loader	2017
728	Autocar	Residential	Side Loader	2017
729	Autocar	Residential	Side Loader	2018

Truck Number	Make	System	Type	Date In Service
454	Peterbilt	Industrial	Roll Off	2019
455	Peterbilt	Industrial	Roll Off	2019
456	Peterbilt	Industrial	Roll Off	2019
457	Peterbilt	Industrial	Roll Off	2019
458	Peterbilt	Industrial	Roll Off	2019
459	Peterbilt	Industrial	Roll Off	2019
460	Peterbilt	Industrial	Roll Off	2020
461	Peterbilt	Industrial	Roll Off	2021
462	Peterbilt	Industrial	Roll Off	2022
463	Autocar	Industrial	Roll Off	2023
464	Autocar	Industrial	Roll Off	2026
465	Autocar	Industrial	Roll Off	2023
466	Autocar	Industrial	Roll Off	2023
467	Peterbilt	Industrial	Roll Off	2023
468	Peterbilt	Industrial	Roll Off	2024
469	Kenworth	Industrial	Roll Off	2025
470	Kenworth	Industrial	Roll Off	2025
471	Kenworth	Industrial	Roll Off	2025
473	Autocar	Industrial	Roll Off	2025
474	Autocar	Industrial	Roll Off	2025
475	Autocar	Industrial	Roll Off	2025
476	Autocar	Industrial	Roll Off	2025
477	Autocar	Industrial	Roll Off	2025
478	Autocar	Industrial	Roll Off	2025
479	Autocar	Industrial	Roll Off	2025
480	Kenworth	Industrial	Roll Off	2025
481	Kenworth	Industrial	Roll Off	2026
482	Kenworth	Industrial	Roll Off	2026
483	Kenworth	Industrial	Roll Off	2026
490	Freightliner	Industrial	Roll Off	2011
491	Peterbilt	Industrial	Roll Off	2021
492	Peterbilt	Industrial	Roll Off	2021
815	Kenworth	ransfer Statio	Transfer Tractor	2025
816	Kenworth	ransfer Statio	Transfer Tractor	2025
817	Kenworth	ransfer Statio	Transfer Tractor	2025
818	Kenworth	ransfer Statio	Transfer Tractor	2025
819	Kenworth	ransfer Statio	Transfer Tractor	2025
820	Kenworth	ransfer Statio	Transfer Tractor	2025
830	Peterbilt	ransfer Statio	Transfer Tractor	2018
831	Peterbilt	ransfer Statio	Transfer Tractor	2019
833	Peterbilt	ransfer Statio	Transfer Tractor	2020
834	Peterbilt	ransfer Statio	Transfer Tractor	2020
835	Peterbilt	ransfer Statio	Transfer Tractor	2020
836	Peterbilt	ransfer Statio	Transfer Tractor	2020

Truck Number	Make	System	Type	Date In Service
730	Autocar	Residential	Side Loader	2018
731	Autocar	Residential	Side Loader	2018
732	Autocar	Residential	Side Loader	2018
733	Autocar	Residential	Side Loader	2019
734	Autocar	Residential	Side Loader	2019
735	Autocar	Residential	Side Loader	2019
736	Autocar	Residential	Side Loader	2019
737	Autocar	Residential	Side Loader	2019
738	Autocar	Residential	Side Loader	2020
739	Autocar	Residential	Side Loader	2020
740	Autocar	Residential	Side Loader	2020
741	Autocar	Residential	Side Loader	2020
742	Autocar	Residential	Side Loader	2020
743	Autocar	Residential	Side Loader	2020
744	Autocar	Residential	Side Loader	2021
745	Autocar	Residential	Side Loader	2022
746	Autocar	Residential	Side Loader	2022
747	Autocar	Residential	Side Loader	2023
748	Autocar	Residential	Side Loader	2023
749	Autocar	Residential	Side Loader	2024
750	Autocar	Residential	Side Loader	2025
751	Autocar	Residential	Side Loader	2025
752	Peterbilt	Residential	Side Loader	2024
753	Peterbilt	Residential	Side Loader	2024
755	Peterbilt	Residential	Side Loader	2024
756	Peterbilt	Residential	Side Loader	2024
757	Peterbilt	Residential	Side Loader	2024
758	Peterbilt	Residential	Side Loader	2024
759	Autocar	Residential	Side Loader	2025
760	Autocar	Residential	Side Loader	2025
761	Autocar	Residential	Side Loader	2025
762	Autocar	Residential	Side Loader	2025
763	Autocar	Residential	Side Loader	2025
764	Autocar	Residential	Side Loader	2025
765	Battle	Residential	Side Loader	2025
766	Battle	Residential	Side Loader	2025
767	Battle	Residential	Side Loader	2025
768	Battle	Residential	Side Loader	2025
769	Battle	Residential	Side Loader	2025
770	Battle	Residential	Side Loader	2025
771	Battle	Residential	Side Loader	2025
772	Battle	Residential	Side Loader	2025
773	Battle	Residential	Side Loader	2026
774	Battle	Residential	Side Loader	2026
775	Autocar	Residential	Side Loader	2026
776	Autocar	Residential	Side Loader	2026
777	Autocar	Residential	Side Loader	2026
778	Autocar	Residential	Side Loader	2026
933	AutoCar	Residential	Side Loader	2014
935	AutoCar	Residential	Side Loader	2015
938	Autocar	Residential	Side Loader	2016
939	Autocar	Residential	Side Loader	2016
940	Autocar	Residential	Side Loader	2016
941	Autocar	Residential	Side Loader	2016
943	Peterbilt	Residential	Side Loader	2017
944	Autocar	Residential	Side Loader	2017
945	Autocar	Residential	Side Loader	2018
946	Autocar	Residential	Side Loader	2018
947	Autocar	Residential	Side Loader	2018
948	Autocar	Residential	Side Loader	2019
949	Autocar	Residential	Side Loader	2019

CWD will utilize its existing fleet. All our vehicles are on a 10 year or 25,000-hour replacement plan. Below is a detailed replacement plan for the City of Keller Collection Vehicles.

Solid Waste

- CWD currently utilizes seven (7), CNG Semi Automated Rear Load, GVW Compliant collection vehicles.
- All trucks are CNG Autocar ACX chassis equipped with McNeilus 30yd bodies
- Three (3) of the seven (7) will be replaced by the end of 2027

Recycling

- CWD currently utilizes three (3) CNG Semi Automated Rear Load, GVW Compliant collection vehicles.
- All trucks are CNG Autocar ACX chassis equipped with McNeilus 30yd bodies
- Two (2) of the three (3) vehicles will be replaced by start of this new contract term, remaining vehicle will be replaced by Q2 2027

Front Load/Roll Off

- CWD currently utilizes one (1) front load and roll off vehicles as needed depending on the number of haul requests.
- The commercial front load vehicle is a **brand new**, 2026 Autocar ACX with a McNeilus 31yd body





Driver facing
safety monitoring
camera

On-demand **Service
Verification** on
every vehicle using
the 4-6 cameras
mounted on the truck

Compressed Natural
Gas (CNG) = more cost
effective AND 90%
quieter than diesel

Equipped with
additional tag axle -
making truck DOT
compliant and
**preserving city
streets**

**CITY OF KELLER
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting an RFP for this project, I am aware of the insurance requirements outlined in these specifications (Number 55-59). If I am awarded the RFP, I will comply with all insurance requirements within 10 working days of the RFP award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the RFP, I understand my RFP bond will be forfeited.



Signature

Jason Roemer

Printed name

Name of Company: **Community Waste Disposal**

Address of Company: **2010 California Crossing Rd.**

City, State and Zip: **Dallas, TX 75220**

Telephone Number: **972.392.9300**

Date: **5/14/26**

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NOT APPLICABLE TO CWD

STATEMENT OF NO RFP

**City of Keller
Citywide Solid Waste Collection and Recycling Services
RFP # 26-005**

If bidder is not bidding on the goods and/or services as stated in these specifications, please complete and upload this form to the “Response Tab” on the IonWave eBid portal.

Name of Firm: _____

Address: _____

Telephone Number: _____ **Date:** _____

Signature: _____

**The above has declined to submit an RFP response for the following reasons(s):
(Please check one or all that apply)**

- Specification too “restrictive”, i.e., goods offered by our company do not meet stated specifications.**
- Specifications unclear (please explain).**
- We do not offer this commodity and/or service or an equivalent.**
- Insufficient time to respond to the RFP.**
- Our schedule would not permit us to perform.**

Remarks:

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NOT APPLICABLE TO CWD

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of Keller RFP process. The City of Keller will provide additional clarification of specifications, assistance with RFP Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program
Texas Building & Procurement Commission
P O Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB24
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with RFP.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

INDICATE ALL THAT APPLY:

_____ **Minority-Owned Business Enterprise**

_____ **Women-Owned Business Enterprise**

_____ **Disadvantaged Business Enterprise**

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NOT APPLICABLE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>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 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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.	_____ 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.	<p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	
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 <input type="checkbox"/> 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	<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">_____</div> <div style="width: 30%;">_____</div> <div style="width: 30%;">_____</div> </div> <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"> Name of signatory Signature Date </div>	

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 8/14/2024

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House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) Jason Roemer, do hereby verify the truthfulness of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Community Waste Disposal

Company Name

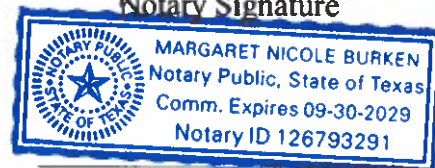
Jason Roemer

Signature of Authorized Official

President

Title of Authorized Official

Margaret Nicole Burken
Notary Signature



Notary Seal

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18. EXCEPTIONS/ALTERNATES TO RFP #26-005

Clarification – more information and discussion is needed in order to confirm if requirements can be met

Exception – CWD has not included these items from the corresponding RFP Section in the proposal submitted. The CWD proposal and pricing submitted is based on the revised exception language listed below

1. RFP Page 38 – Communication and Office – **Clarification**

- a. Proposed Modification – CWD’s Customer Service Community is available to answer phones from 8:00am – 5:00pm Monday – Friday and 8:00am – 2:00pm on Saturday.

2. RFP Page 80 – Special Terms and Conditions – Annual Escalation Maximum – **Clarification**

- a. **Proposed Modification** – CWD option of a “term cap” of a cumulative fifteen (15) percent cost adjustment over contract years 3-5.
- b. 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.
- c. Please note this is a modification to the proposal. CWD is willing to negotiate some sort of annual escalation that allows for both the City to benefit when CPI is lower, as well as CWD to be made whole when it exceeds historical standards.

3. RFP Page 80 – Special Terms and Conditions – Optional Renewal Maximum - **Exception**

- a. **Proposed Exception** – CWD takes exception to proposing any optional 5-year renewal maximum %.
- b. **Reason** – in the past 6-years, we seen how fluctuating market conditions can drastically change in a short period of time. This taught many companies in this industry that longer term agreements that have strict escalation terms can severely punish haulers financial standing, even when the intention was to protect the customer from unforeseen price escalations.
- c. **Solution** - the proposed agreement has an optional 5-year renewal term, pending the approval of both parties. Should CWD need an increase that exceeds the desire of the City, both parties have the ability to weigh that in the decision to renew or go out for RFP.

4. RFP Page 80 – Special Terms and Conditions – Remuneration - **Exception**

- a. See the following 3 pages for CWD’s proposed Annual Cost Adjustment methodology and Revenue Sharing program.
- b. **Proposed Exception** – CWD takes exception that the annual cost adjustment can be denied at the City’s discretion
- c. **Proposed Language** – *“Annual Cost Adjustment is not based on service performance and will not be unreasonably withheld or denied.”*



April 29, 2026

A D D E N D U M #1
To
RFP Number 26-005
Citywide Solid Waste Collection and Recycling Services

This addendum forms part of the Request for Proposals (RFP) document for the above referenced project and modifies the original RFP document.

The RFP document is hereby revised to modify:

Bid Attachment: 26-005 RFP Citywide Solid Waste Collection Recycling Services (f).pdf
Bid Attachment: Instruction to Bidders.pdf

I. RFP CLOSE DATE

FROM: Monday, May 11, 2026

TO: Monday, May 18, 2026

All applicable references to the RFP close date are amended accordingly, including but not limited to the following sections:

- RFP Coveragepage
- Request for Qualifications and Proposals for Citywide Solid Waste Collection and Recycling Services Letter
- Calendar of Events
- Instruction to Bidders, Bid Instructions

II. CALENDAR OF EVENTS

FROM: Tuesday, May 12, 2026 Begin Bid Tabulations...

TO: Tuesday, May 19, 2026 Begin Bid Tabulations...

III. INSTRUCTIONS TO BIDDERS

1. BID INSTRUCTIONS

FROM: Completed BIDs will be received until 2:00 p.m.
Monday, May 11, 2026

TO: Completed BIDs will be received until 4:00 p.m.
Monday, May 18, 2026

QUESTION DEADLINE INFORMATION

Question Responses Issued:

FROM: May 6, 2026, at 5:30 p.m.

TO: May 9, 2026, at 5:30 p.m.

Project Contact:

FROM: Pamela McGee, Assistant Director of Finance,
(817) 743-4006
TO: Pamela McGee, Assistant Director of Finance,
(817) 743-4028

4. BID AWARD/EVALUATION CRITERIA

FROM: Starting with B. The City will evaluate the responses based... Ending with Maximum Possible Score: 100 pts.
TO: See Detail Specifications: Evaluation and Selection section.

19. TERMINATION OF AGREEMENT

FROM: Starting with A. This agreement shall remain in effect...Ending with ...responsible for any excess costs occasioned thereby.
TO: See Detail Specifications: Termination of Agreement section.

62. BONDS

FROM: Starting with Bid Bond. Unless specified otherwise in BID specifications...Ending with ...Bids more than \$100,000.00 will require bid, payment, and performance bonds.
TO: See Detail Specifications: Bond section.

All other terms, conditions, and requirements of the RFP remain unchanged unless specifically modified by this addendum.

CONTRACTOR INFORMATION:

Community Waste Disposal

Company name
2010 California Crossing Rd.

Address
Dallas, TX 75220

City, State & Zip
214.418.5017

Area code & telephone number



Company representative signature
Jason Roemer

Company representative printed name
President

Title
5/18/26

Date

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PORTAL OR RFP WILL BE REJECTED**



May 12, 2026

A D D E N D U M #2
To
RFP Number 26-005
Citywide Solid Waste Collection and Recycling Services

This addendum forms part of the Request for Proposals document for the above-referenced project and modifies, clarifies, or supplements the original RFP document and Addendum No. 1.

The RFP document is hereby revised to modify or clarify the following:

1. AVAILABLE INFORMATION FOR CUSTOMER-LEVEL AND HISTORICAL DATA REQUESTS

The City has reviewed vendor questions requesting additional commercial customer, roll-off customer, location-specific, historical operational, billing, and rate information.

The available information for proposal preparation consists of the RFP documents, Addendum No. 1, this Addendum No. 2, previously issued IonWave question-and-answer responses, and information otherwise made available through the RFP process.

Proposers are responsible for reviewing all IonWave question-and-answer responses, including responses that clarify pricing assumptions, franchise fee treatment, service assumptions, and other proposal requirements.

Commercial front-load count information, roll-off haul information, no-cost City roll-off information, tonnage information, and related service summaries have previously been provided through the RFP documents and/or IonWave question-and-answer responses. To maintain consistency within the RFP record, previously provided count tables, matrices, tonnage tables, and summary data are incorporated by reference and are not restated in this addendum.

Proposers shall refer to the applicable RFP documents, Addendum No. 1, this Addendum No. 2, and IonWave question-and-answer responses when preparing proposals.

2. COMMERCIAL CUSTOMER DETAIL

Questions Addressed:

- “Can the City provide the customer details for the commercial accounts, such as container size, quantity of containers, frequency of service, locations, etc.?”
- Related requests for commercial customer location information and the number of commercial customers with more than one front-load container.

CLARIFICATION:

The RFP and IonWave question-and-answer responses provide available commercial summary information, including commercial account estimates and front-load container counts by size and frequency.

The available commercial information for proposal preparation is the summary-level information previously provided through the RFP documents and IonWave question-and-answer responses.

The available summary information reflects 402 front-load containers and 322 commercial customers; proposers shall rely on the previously provided commercial matrix for container size and frequency information.

Proposers shall rely on the commercial summary information previously provided through the RFP documents and IonWave question-and-answer responses, together with proposer review of City conditions and proposer service assumptions.

3. ROLL-OFF CUSTOMER DETAIL AND HAUL INFORMATION

Questions Addressed:

- “Can the City provide the customer details for the Roll Off accounts, such as container size, quantity of containers, frequency of service, locations, etc.?”
- “Pg 48 - Of the 21 roll off customers, can you provide a haul count or list of the customers?”
- “To assist in accurate equipment and labor modeling, could the City provide the average number of hauls per month for the existing permanent roll-off inventory, as well as the historical annual haul volume for temporary/open-top containers?”

CLARIFICATION:

The RFP and IonWave question-and-answer responses provide available roll-off summary information, including the approximate number of permanent commercial roll-offs, call-in service information, and 2025 haul information.

The available 2025 roll-off haul information reflects 990 total hauls, consisting of 887 paid hauls and 103 City no-cost hauls. Of those total hauls, 476 were 30-yard open-top hauls.

The available roll-off information for proposal preparation is the summary-level information previously provided through the RFP documents, IonWave question-and-answer responses, and this addendum. Additional roll-off detail by customer, location, month, or permanent versus temporary/open-top service category cannot be reasonably made available for this RFP.

Proposers shall rely on the available roll-off summary information, together with proposer review of City conditions and proposer service assumptions.

4. TONNAGE INFORMATION

Questions Addressed:

- “Could the City please provide the annual tonnages collected for Residential services?”
- “Could the City please provide the annual tonnages collected for Commercial services?”
- “Can you provide monthly tonnage reports for prior years?”

CLARIFICATION:

The 2025 tonnage information previously provided through the IonWave question-and-answer process is incorporated by reference.

The available tonnage information for proposal preparation is the 2025 tonnage information previously provided through the IonWave question-and-answer process. Proposers shall rely on the 2025 tonnage information previously provided, the RFP documents, issued addenda, and proposer service assumptions when preparing proposals.

5. NO-COST CITY ROLL-OFF HAULS

Question Addressed:

- “On page 50, the free roll offs mentioned - How many hauls per year for each location?”

CLARIFICATION:

Available no-cost City roll-off haul information has been provided through the IonWave question-and-answer process and is incorporated by reference.

The available no-cost City roll-off haul information for proposal preparation is the 2025 total City haul count previously provided through the IonWave question-

and-answer process. Additional detail by location cannot be reasonably made available for this RFP.

Proposers shall refer to the RFP service requirements, Exhibit A, and IonWave question-and-answer responses when preparing proposed pricing, assumptions, limitations, or service conditions for City facilities, special events, no-cost roll-offs, and City-requested services.

6. CORRECTION TO COMMERCIAL FRONT-LOAD CONTAINER MATRIX

Question Addressed:

- “On page 47 - the 4yds total shows 34 whereas in the table it only shows 7. Which is the correct number?”

Bid Attachment: **Submission of Pricing Proposals**

Page 47, Number of Front-Load Containers in Keller as of February 2026

FROM: 4 Cu Yd, 1x Week: **2**

TO: 4 Cu Yd, 1x Week: **29**

The total shown for 4 Cu Yd containers remains **34**.

All other previously provided commercial front-load count information should be referenced through the RFP documents and IonWave question-and-answer responses.

7. HOUSEHOLD HAZARDOUS WASTE FACILITY REFERENCE

Question Addressed:

“Can the City provide the facility where Household Hazardous waste is currently delivered?”

Bid Attachment: **Submission of Pricing Proposals**

Page 52, Optional Enhancement Services, Item 1. Household Hazardous Waste

FROM: “The City currently contracts with the City of Fort Worth Environmental Collection Center (ECC) for the collection and disposal of Household Hazardous Waste. The City requests pricing for the addition of curbside collection of household hazardous waste on a call-in basis.”

TO: “The City currently receives household hazardous waste collection and disposal services through the existing service arrangement. The City requests pricing for household hazardous waste service, including the

proposer’s proposed collection method, disposal or processing approach, pricing, assumptions, and limitations.”

8. ELECTRONIC WASTE FACILITY REFERENCE

Question Addressed:

“Can the City provide the facility where Electronic Waste is currently delivered?”

Bid Attachment: **Submission of Pricing Proposals**

Page 52, Optional Enhancement Services, Item 2. E-waste Recycling

FROM: “The City currently offers electronic waste recycling at an annual drop-off event at no charge to residents. The city requests proposed pricing for the addition of curbside collection of E-waste on a call-in basis.”

TO: “The City currently receives electronic waste collection and disposal/recycling services through the existing service arrangement. The City requests proposed pricing for electronic waste service, including the proposer’s proposed collection method, disposal or processing approach, pricing, assumptions, and limitations.”

9. HISTORICAL RATE INFORMATION

Question Addressed:

- “Can the City provide the historical annual increases under the current contract?”

CLARIFICATION:

Available historical rate sheets from the current contract term are provided with this addendum for proposer reference.

The following files are provided:

- 2023 Rate Sheet
- 2024 Rate Sheet
- 2025 Rate Sheet

These rate sheets are provided for reference only and reflect historical adopted rates under the current service arrangement. They do not modify the RFP pricing forms, service requirements, evaluation criteria, or contract terms.

Proposers should note that certain historical rate sheets include franchise fee amounts for prior service years. Proposers must follow the RFP pricing forms and IonWave question-and-answer responses when preparing proposed base rates.

Proposers remain responsible for submitting proposed pricing, escalation assumptions, and not-to-exceed annual adjustment percentages in accordance with the RFP and Special Terms and Conditions.

10. INCUMBENT INVOICE INFORMATION

Question Addressed:

- “Can the City provide invoices paid to the incumbent for the past 6 months that is inclusive of current rates and billing quantities for each service?”

CLARIFICATION:

Available incumbent invoice/payment summary information for the past six months is provided with this addendum for proposer reference.

The information is provided as available from City payment records and should be reviewed together with the RFP documents, issued addenda, IonWave question-and-answer responses, previously provided summary information, and proposer service assumptions.

Proposers remain responsible for submitting proposed pricing in accordance with the RFP pricing forms and service requirements.

11. CITIZEN SURVEY INFORMATION

Question Addressed:

- “Will the City provide a copy of the resident survey, to include questions about their solid waste delivery?”

CLARIFICATION:

Citizen survey information is provided with this addendum for proposer reference.

The citizen survey information is provided for informational purposes only. It does not modify the service requirements, pricing forms, evaluation criteria, or contract terms stated in the RFP and issued addenda.

Proposers remain responsible for submitting proposals based on the RFP documents, issued addenda, IonWave question-and-answer responses, proposer review of City conditions, and proposer service assumptions.

12. ATTACHMENTS PROVIDED WITH ADDENDUM NO. 2

The following attachments are provided with this addendum:

1. Citizen Survey Information
2. 2023 Rate Sheet
3. 2024 Rate Sheet
4. 2025 Rate Sheet
5. Incumbent Invoice / Current Rate Information

All attachments are provided for reference only unless expressly stated otherwise in this addendum. All proposal requirements, service requirements, pricing forms, evaluation criteria, and contract terms remain governed by the RFP documents and issued addenda.

13. CONTINUED APPLICABILITY OF RFP REQUIREMENTS

All other terms, conditions, and requirements of the RFP remain unchanged unless specifically modified by this addendum.

CONTRACTOR INFORMATION:

Community Waste Disposal
Company name

2010 California Crossing Rd.
Address

Dallas, TX 75220
City, State & Zip

214.418.5017
Area code & telephone number



Company representative signature

Jason Roemer
Company representative printed name

President
Title

5/18/26
Date

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CommunityWasteDisposal.com
Since 1984

June 5, 2026

City of Keller
Attn: Ryan Lee
Budget & Purchasing Manager
1100 Bear Creek Pkwy.
Keller, TX 76248

RE: RFP # 26-005 – Citywide Solid Waste Collection and Recycling Services

Dear Ryan:

Community Waste Disposal (CWD) is pleased to have the opportunity to provide the attached proposal for the City of Keller solid waste and recycling services.

CWD has proudly served the City of Keller since September 2010. During that time, both CWD and the City have grown, adapted, and successfully navigated the many challenges that come with providing essential public services. Through that process, we have built a partnership founded on trust, accountability, and responsiveness. In an industry where municipal contracts—and often the companies providing those services—frequently change hands, Keller has trusted CWD to provide uninterrupted service for more than fifteen years.

While many factors contribute to a successful relationship, one stands above the rest: the City's ability to directly reach the people that make decisions and solve problems. While many factors contribute to a successful relationship, one stands above the rest: the City's ability to directly reach the people empowered to make decisions and solve problems when action is needed most.

The continuity of CWD's leadership, combined with our long-standing commitment to the Keller community, has helped create a relationship that extends beyond a typical vendor-client arrangement. It is a partnership built over fifteen years of working together to serve the residents of Keller.



*May 2011
CWD Rear Loader collecting recycling
in the City of Keller*



*August 2025
Ribbon cutting for a brand new, CNG
Front Load truck in the City of Keller*

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. 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 42 -years of operating. According to the July 31, 2024 article by *Waste360* magazine ([found here](#)), CWD is the 23rd 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.

2. Commitment to North Texas

- By operating out of a single location at 2010 California Crossing Road in Dallas where CWD owns 23+ connecting acres, we can have full visibility over the quality of our operations.
- CWD does not own or operate facilities in other cities or states, keeping our focus and attention to detail on the municipal customers of North Texas.

3. 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.

4. 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.

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 partnership that both the City of Keller and CWD has benefited from over the years and we look forward to continuing that partnership for another fifteen years while providing best-in-class service to the residents of Keller.

Sincerely,



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

C-REC - COMMERCIAL RECYCLING SERVICES

Commercial Front Load RECYCLE Pricing

Size	1x Week	2x Week	reload
2 Cu Yd	Not applicable		
3 Cu Yd			
4 Cu Yd			
6 Cu Yd			
8 Cu Yd	154.26	269.09	N/A

Enclosures / Casters / Security Gate / Locks / etc. = \$18.23 per lift

Rates are net to CWD and do not include sales tax, franchise fees or city administrative fees



CWD Commercial Front Load Trucks are equipped with onboard computers (paperless routing), service verification and 360-degree safety cameras

C-EX - COMMERCIAL FRONT LOAD EXTRA PICKUPS

Commercial Front Load **TRASH** Pricing

Size	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	Extra
2 Cu Yd	\$110.31	\$256.23	\$357.35	\$499.11	\$648.58	\$801.06	\$75.72
3 Cu Yd	\$125.56	\$282.12	\$390.23	\$537.92	\$728.24	\$923.07	\$78.48
4 Cu Yd	\$140.82	\$274.38	\$416.14	\$579.29	\$745.23	\$980.57	\$82.61
6 Cu Yd	\$171.74	\$332.75	\$495.49	\$654.28	\$850.56	\$1,051.33	\$88.12
8 Cu Yd	\$200.61	\$388.75	\$582.27	\$782.97	\$963.84	\$1,176.55	\$89.49

Enclosures / Casters / Security Gate / Locks / etc. = \$18.23 per lift

Rates are net to CWD and do not include sales tax, franchise fees or city administrative fees

SUBMISSION OF PRICING PROPOSALS

To provide commercial roll-off service by size and number of pickups for temporary roll-offs as stated below, at a cost stated per month (base price):

Maximum Commercial Roll-Off Rates:

Size	Type	Delivery	Rental Per Week (7 days)	Total Per Load	Deposit Per Cont
20 Yd	OPEN	\$254.75	\$70.86	\$462.86	\$100.00
25 Yd	OPEN	N/A	N/A	N/A	N/A
30 Yd	OPEN	\$254.75	\$70.86	\$627.13	\$100.00
35 Yd	OPEN	N/A	N/A	N/A	N/A
40 Yd	OPEN	\$254.75	\$70.86	\$691.89	\$100.00
28 Yd	COMP	\$254.75	Negotiable	\$826.55	Negotiable
30 Yd	COMP	\$254.75	Negotiable	\$826.55	Negotiable
35 Yd	COMP	\$254.75	Negotiable	\$864.52	Negotiable
40 Yd	COMP	\$254.75	Negotiable	\$900.01	Negotiable
42 Yd	COMP	\$254.75	Negotiable	\$900.01	Negotiable

Note 1 – All rates are net to CWD and exclude any sales tax, franchise fees or city administrative/billing fees

Note 2 - Haul rates include 4 tons of disposal. Disposal over 4 tons will be charged at \$74.96 per ton. Loads that exceed the D.O.T maximum weight of 54,000 pounds Gross Vehicle Weight (GVW) will be billed an additional \$187.48 per ton



All CWD Roll Off trucks are Compressed Natural Gas (CNG) and equipped with DOT Tag Axles to ensure they are weight compliant

L1 – LEAF COLLECTION SERVICE

Over the past 15 years that CWD has been servicing the City of Keller, we have worked hand-in-hand with the City to develop an industry leading leaf recycling program.

As is the case with most innovation, necessity created the need.

As the Tree City USA community, leaf collection is not only a challenging task, it is a requirement in order to maintain quality service. CWD's unique understanding of the community has allowed us to take advantage of a problem and turn this into an environmentally friendly solution.

Under the leaf recycling program, CWD will:

- Collect 10 leaf bags first cycle and 20 leaf bags second cycle
- Dedicate 6-8 Saturdays to collect **unlimited** bagged leaves for residents that signed up (on heavy weeks of the season, CWD will sweep the whole City).
 - When mutually agreed, additional Saturdays can be dedicated as “leaf recycling” dates as needed, for no additional charge, depending on when the leaves fall
- All plastic/kraft bagged leaves are brought to CWD's facility on California Crossing Rd.
- Leaves are debagged and loaded in to transfer trailers to be delivered to a compost recycling facility (Living Earth).



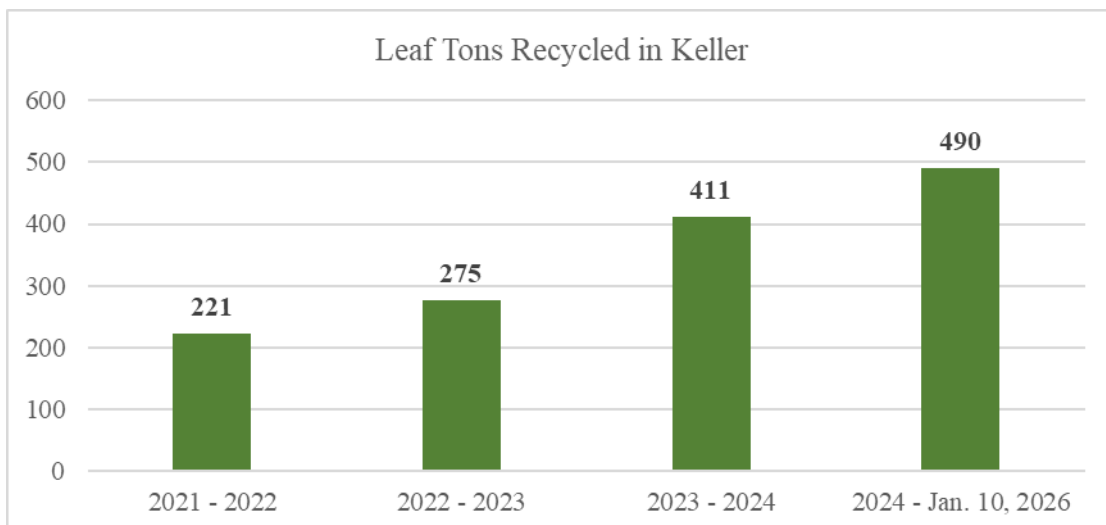
1. Bagged leaves are collected at the curb and brought to CWD



2. CWD employees and skid steers debag the leaves



3. Material is taken to Living Earth for recycling



HHW1 – HOUSEHOLD HAZARDOUS WASTE

Monthly Door-Side HHW and Used Electronics Collection

HHW and 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.


All HHW is brought back to CWD’s TCEQ registered facility at 2010 California Crossing Rd, Dallas, TX 75220

CWD offers Keller residents two collection days per month (2nd and 4th Friday). To Schedule:

1. Resident contacts CWD Customer Service via phone, email, mobile app or website
2. CWD’s Customer Service will confirm the scheduled pickup date
3. CWD will mail the collection kit (standard shipping time), instructions and a collection date to the resident.
 - a. Kit will include: 30-gallon plastic bag, item sheet, instructional sheet and a pre-paid survey card to solicit feedback
 - b. Additional kit can be included by request

To avoid additional charges to the resident, no single item may weigh more than forty (40) pounds and combined items should not exceed 1 cubic yard.

Service Type	Per Home Per Month <i>In addition to base rates</i>
On-Call Door Side HHW <i>(1xMonth)</i>	\$0.92



Customer Service
972.392.9300
Option 2

Monday-Friday
7:30am-5:30pm

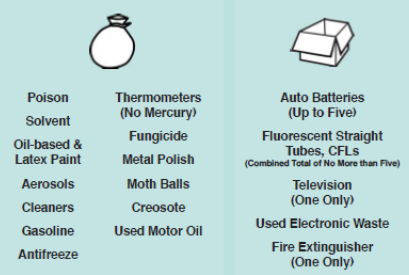
Saturday
8:00am-2:00pm

HOUSEHOLD HAZARDOUS WASTE & USED ELECTRONICS

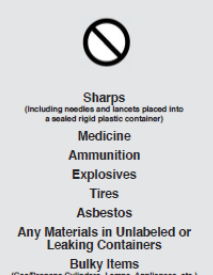
RESIDENTIAL DOOR SIDE COLLECTION PROGRAM

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


ACCEPTABLE ITEMS



NON-ACCEPTABLE ITEMS




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.

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, Art/Hobby 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

Your collection date is _____

EW1 – ELECTRONIC WASTE RECYCLING

Included in CWD's proposed Door Side HHW program is the collection and processing of Used Electronics.

Electronics are collected door side along with the HHW material. All electronics are brought back to CWD where they are weighed and sorted by type.

Electronics are then taken to Innovation Electronics Recycling located at 404 Commerce St, Azle, TX 76020.

Service Type	Per Home Per Month <i>In addition to base rates</i>
On-Call Door Side HHW & Used Electronics <i>(1xMonth)</i>	Included in the door side HHW option (\$0.92)



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 _____

Flyers/Door Side Collection - HHW & Used Electronics 04/22/19

ACCEPTABLE ITEMS		NON-ACCEPTABLE ITEMS
Poison Solvent Oil-based & Latex Paint Aerosols Cleaners Gasoline Antifreeze	Thermometers (No Mercury) Fungicide Metal Polish Moth Balls Creosote Used Motor Oil	Sharps (Including needles and lancets 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.)
	Auto Batteries (Up to Five) Fluorescent Straight Tubes, CFLs (Combined Total of No More than Five) Television (One Only) Used Electronic Waste Fire Extinguisher (One Only)	
All liquids must be in sealed, labeled containers of five gallons or less.		

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.

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

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.

COMMON ELIGIBLE ITEMS

Household Hazardous Waste (HHW): Aerosols, Art/Hobby 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

SC1 – Recycle Cart Transition

A cart transition in Keller can vary from a standard municipal transition. This is not only due to CWD being the incumbent hauler, but also because roughly 50% of the homes today, already have 65-gallon CWD recycle carts, as part of the previous contract allowing residents to upgrade at no additional charge.

Should the City select the 65-gallon recycle cart option (doing away with the 18-gallon bins) – CWD would coordinate with the City to determine the best process to follow.

This transition would likely involve:

1. Educational campaign letting residents know of a new contract requirement effective October 1st
 - o CWD can create social media / website graphics for the City
 - o Market the change as a value-added service
2. Establish a sign-up sheet for residents that do not already have a CWD 65-gallon recycle cart – CWD will then deliver carts to residents on that list, 1 week prior to the new contract start date
 - o This can be mutually agreed
 - o Another option would be to simply deliver all homes a new 65-gallon recycle cart, and remove all carts / bins residents have today – until it is decided which service options are selected, it is difficult to pinpoint exactly what the transition would look like.

Attached to the new recycle carts will be a brochure placed inside a weatherproof bag. This brochure will outline all the new services and guideline (if any changing) that will be a part of the new contact.

CWD handles all cart transitions in-house, not outsourcing work to a third-party vendor. This allows CWD to have ownership over the quality of the cart delivery process, rather than trusting another vendor.



SC3 – OTHER SUPPLEMENTAL OR OPTIONAL SERVICES

1. Storm Debris / Ad Hoc Cleanup – 50 claw/brush truck hours per year

CWD has included, at no additional charge, up to 50 truck hours per year (includes disposal) for the City's discretion (storm cleanup, illegal dumping removal, etc.).

Once notified by the City, and depending on the size of the cleanup, CWD will dispatch a claw/brush truck to remove debris.

Storm Debris Cleanup hours are not carried over to the following year.

2. CWD Solid Waste Cart Upgrade (options R1 and R3)

CWD will offer residents the option to upgrade to a brand new, CWD provided 95-gallon **gray** trash cart at no additional charge

To coordinate, residents can contact CWD to schedule the container delivery, no change to the monthly billing. CWD will replace the polycart due to normal wear and tear throughout the term of the contract.

Continued on following page

3. Annual Cart Washing

Included in CWD's proposal pricing is a once per year cart washing service completed by a CWD owned and operated, industrial cart washing truck.

Residents can receive one (1) free Cart Wash service per year, which includes the cleaning of both the trash and recycle cart.

Residents will contact CWD to schedule a cart wash on a preset day each month (ex: 3rd Wednesday)



Watch the Cart Wash vehicle in action - [HERE](#)

4. Community Partnership

CWD's participation in the community is a vital part of the partnership with the City. By making Community Events. "Green Events", CWD puts that partnership on display and encourages a commitment to recycling.

CWD invested \$32,488 in in-kind services and community sponsorships in the City of Keller in 2025!

This amounts to nearly \$0.18 per home per month in community partnership and sponsorships that is not required by contract, but a cost we are willing to absorb to support our communities

CWD's partnership and participation in the Keller community and organizations is not only unmatched, but nearly impossible to replicate. Community partnership and exceptional service are part of CWD's DNA!



(above) Keller staff/council tour CWD MRF in 2025

(below) CWD sponsors the Keller 2024 State of the City



(above) CWD named 2023 Large Business of the Year by the Chamber

(below) various Keller residents showing support of their CWD crews!



EXHIBIT A

Annual Cost Adjustment Model And Recycle Revenue Sharing Model

KELLER

All rates charged by Community Waste Disposal (contractor) will be subject to an Annual CPI/CNG Fuel/Disposal Cost Adjustment. The first annual adjustment will be effective twenty-four (24) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, CNG Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Cost Adjustment is not based on service performance and will not be unreasonably withheld or denied.

CPI (see System Chart for %)

The basis for the CPI component of the annual increase will be the increase in the “Consumer Price Index – All Urban Consumers”, all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year’s contract anniversary date. For subsequent years the Base CPI will be the previous year’s “Current Index Value” and the Current CPI Index will be the most recently published Index two (2) months prior to the current year’s contract anniversary date.

CNG FUEL (see System Chart for %)

The CNG Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (<https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm>). The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CNG Fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous CNG Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent six (6) month period ending two (2) months prior to the date of the contract. The Current CNG Fuel Index will be Henry Hub Natural Gas price per MMBTU for the six (6) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous CNG Fuel Index will be the previous year’s “Current Index Value”, and the Current CNG Fuel Index will be the average Henry Hub Natural Gas price per

MMBTU for the six-month period ending two (2) months prior to the current years contract anniversary date.

DISPOSAL (see System Chart for %)

The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price plus related fees for the ARLINGTON Landfill. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the ARLINGTON Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the ARLINGTON Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year’s “Current Index Value”, and the Current Disposal Index will be the ARLINGTON Landfill gate rate in effect one month prior to the current years contract anniversary date. In the event that the designated landfill closes or is no longer available to CWD, a new Landfill Cost per ton will be calculated utilizing the substituted Landfill’s rate per ton, plus any additional costs associated with increased time in/out of the new landfill, and increased travel to the new Landfill.

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	69%	58%	0%	74%	87%
CNG Fuel	3%	2%	0%	3%	3%
Disposal	28%	40%	100%	23%	10%
Total	100%	100%	100%	100%	100%

EXAMPLE (Residential Trash)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	74%	306.746	315.605	8.859	2.89%	2.14%
CNG Fuel Cost	3%	\$3.515	\$3.912	\$0.397	11.29%	0.34%
Disposal Cost	23%	\$32.00	\$32.50	\$0.50	1.56%	0.36%
Annual Adjustment	100%					2.84%

Recyclable Materials List- If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town, and have the material removed from the acceptable list. In addition, if the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. As an alternative to removing recycle commodities as described above, CWD may request a special rate adjustment that would allow CWD to continue to recycle the materials.

RECYCLE REVENUE SHARING MODEL

The CWD revenue sharing program factors market value of material, a known component Percentage of the materials, and the per ton processing fee. The commodities pricing is determined by highly respected national journals that regularly determine the value of each material we will be collecting from the residents. This price is applied to the attached spreadsheet to determine the overall value of the tonnage collected from your community.

Community Waste Disposal CITY OF KELLER Recycle Revenue Sharing Calculations 95 Gallon CART						
Total Tons Received by CWD					4,000	
Per Ton Processing Fee & Transportation Fee (Note 1)					\$ 76.81	Adj Annually
Total Processing Fee					\$ 307,240.00	
	Adj Annually	Note 3 Pricing Structure	Note 4 Adjusted Monthly Published Value Dollars Per Ton	Total \$	Tons	
Commodity	Component %					
ONP	14.00%	PPI - #8 Southwest Hi	\$ 10.00	\$ 5,600.00	560.00	
OCC	19.71%	PPI #11 Southwest Hi	\$ 45.00	\$ 35,478.00	788.40	
Mixed Paper	9.87%	PPI Mixed Paper #2 Hi	\$ -	\$ -	394.80	
Aluminum	0.77%	SMP - Region 8 Houston High	\$ 600.00	\$ 18,480.00	30.80	
Steel/Tin	1.52%	SMP - Region 8 Houston High	\$ 5.00	\$ 304.00	60.80	
PETE	3.43%	SMP - Region 8 Houston High	\$ 240.00	\$ 32,928.00	137.20	
HDPE - Natural	1.15%	SMP - Region 8 Houston High	\$ 900.00	\$ 41,400.00	46.00	
HDPE - Colored	0.90%	SMP - Region 8 Houston High	\$ 160.00	\$ 5,760.00	36.00	
Mixed Plastic	0.19%	SMP - Region 8 Houston High	\$ -	\$ -	7.60	
Mixed Glass	14.67%	SMP - Region 8 Houston (Note 5)	\$ (22.00)	\$ (12,909.60)	586.80	
Residue	33.79%		\$ (24.79)	\$ (33,506.16)	1,351.60	
	100.00%		\$ 23.38	\$ 93,534.24	4,000.00	
Total Gross Recycle Revenue				\$ 93,534.24		
Less Total Processing Fees				\$ (307,240.00)		
Net Revenue				\$ (213,705.76)		
60% City Share of Net Positive Revenue				NA		
Revenue Share Per Ton				-		
				Note 2		
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. City will never be required to pay contractor for negative revenue values. Any negative values will carry forward and must be brought back to zero before compensation to the city begins or resumes.					
NOTE 3	SMP = Secondary Materials Pricing, PPI = Pulp & Paper Week					
NOTE 4	Published Value Dollars Per Ton current as of 1-1-2020					
NOTE 5	Published Value Dollars Per Ton includes Index price plus \$17.00 per ton transportation.					
Recyclable Material List:						
1.	Loss of Sustainable Market – If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town to have it removed from the accepted materials list. Example: There is one glass buyer based in Midlothian Texas, if they will no longer accept our glass, CWD would have no sustainable market for the commodity.					
2.	Negative Market Value – If the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. The request to remove the item will not be unreasonably withheld by the City/Town.					

June 8, 2026

Mr. Jason Roemer

Community Waste Disposal

2010 California Crossing Rd.

Dallas, Tx. 75220

Re: Request for Clarification — RFP No. 26-005 (Best and Final Offer)

Citywide Solid Waste Collection and Recycling Services

Dear Mr. Roemer:

Thank you for submitting your Best and Final Offer (BAFO) for RFP No. 26-005, Citywide Solid Waste Collection and Recycling Services. As part of the City's evaluation, and consistent with the City's reserved right under the RFP and the BAFO request letter to request additional information or clarification, the City is requesting written clarification of the items identified below before finalizing its evaluation and recommendation to City Council.

Please respond in writing to each numbered item. Your responses will be treated as clarifications of your existing BAFO and, where they state pricing or service commitments, as binding for evaluation and contract purposes. This request does not reopen pricing for general renegotiation; please confine your responses to the specific items below.

Clarification Items

1. Exception to City approval of cost adjustments (Section 6, Item X2). Your BAFO takes exception to the RFP's Special Terms and Conditions (Remuneration) language, which provides that the contractor furnish evidence of the need for an adjustment and that the City may approve or disapprove the request. Your proposed replacement language states that the adjustment "is not based on service performance and will not be unreasonably withheld or denied by the City." Please confirm whether this exception is a firm condition of your BAFO, or whether CWD will accept award under the RFP's existing Remuneration language. The City is not requesting a change to the 5% annual cap; this item concerns only the City's approval authority over the annual adjustment.
2. Commercial recycling and extra-pickup pricing — controlling figures (Lines C-REC and C-EX). The City accepts your attached C-REC and C-EX schedules. However, the C-EX note on the BAFO form states a per-pickup range of "\$78.35 – \$92.61," which does not match the per-pickup figures shown on the attached C-EX rate sheet. Please confirm that the figures on the attached C-REC and C-EX schedules are the controlling final prices, and that any range stated in the form note is superseded by the attachment. Please also confirm whether commercial recycling (C-REC) is offered only in the 8-yard size shown, or in additional container sizes.
3. Compactor roll-off rental and deposit (roll-off schedule). Your attached roll-off schedule lists "Negotiable" for rental and deposit on the compactor container sizes, which is not an acceptable entry under the BAFO rules. The City recognizes that compactor rental can vary by unit. In lieu of a single fixed figure, please provide either (a) a not-to-exceed maximum rental and deposit for each offered compactor size, or (b) the specific methodology or formula by which the rental and deposit for each compactor size will be calculated, so the charge is bounded and determinable rather than open-ended.

Please submit your written responses no later than **Wednesday, June 9, 2026, at 5:00 p.m.** to Ryan Lee, Budget & Purchasing Manager, at rlee@cityofkeller.com.

The City reserves all rights under the RFP, including the right to evaluate responses in the City's best interest, request additional information or clarification, conduct further negotiations, reject any or all proposals, or recommend award based on the proposal determined to provide the best overall value to the City.

Thank you again for your continued interest in serving the City of Keller.

Sincerely,

Ryan Lee

Budget & Purchasing Manager

City of Keller, Texas

Ryan Lee

From: Jason Roemer <jroemer@communitywastedisposal.com>
Sent: Tuesday, June 9, 2026 9:21 AM
To: Ryan Lee
Cc: Aaron Rector; Greg Roemer; Paul Hansen; Robert Medigovich; Nicole Roemer; Bryan Rebel
Subject: Re: EXTERNAL - RFP 26-005 Best and Final Offer Request

See responses below:

1) Cost Adjustment Language - this is correct, CWD takes exception to the original language. Please note - the exception is not that CWD will avoid providing any necessary documentation of proof of increase. That has and will continue to be provided for each contract adjustment. The exception is that CWD cannot enter a 5-10 year contract with language that allows for no cost adjustment to occur between year 2 and optional year 10. CWD is open to more structured / defining language - but language, as written, is to open for us to accept.

2) Commercial Extra (C-EX) - please follow rates shown in the attachment ranging from \$75.82-\$85.49

3) Compactor Rental - thank you for understanding the complexity for providing fixed rental rates for units that can vary by size, setup and use. Below is more clarity on rental pricing:

A) Brand new 35yd SC compactor rental - \$500/month

B) Like new / refurbished 35yd compactor - \$250 (older than 10 years) - \$400 (1-10 years) rental per month

C) Stationary 2yd compactors (compaction unit only) - range from \$400, \$350 and \$250 - following the same logic as above

D) The above pricing is for standard compactor setup

Please let us know if you have any additional questions, or details about what should be included in the presentation next week.

Regards,

Jason Roemer
President
Community Waste Disposal
(214) 418-5017 - Mobile

On Jun 8, 2026, at 6:35 PM, Jason Roemer <jroemer@communitywastedisposal.com> wrote:

Ryan - I'll send you a response via email by 5pm tomorrow.

Regards,

Jason

Jason Roemer
President
Community Waste Disposal
(214) 418-5017 Mobile

On Jun 8, 2026, at 5:40 PM, Ryan Lee <rlee@cityofkeller.com> wrote:

Good afternoon,

Thank you again for submitting your Best and Final Offer for RFP No. 26-005, Citywide Solid Waste Collection and Recycling Services.

Attached is a clarification letter requesting written responses to certain items related to your BAFO submission. Please provide your response no later than **Tuesday, June 9, 2026, at 5:00 p.m.**

Please let me know if you have any questions.

Thank you,

Ryan Lee | Budget & Purchasing Manager

P: 817-743-4006

City of Keller, Texas

www.cityofkeller.com

From: Jason Roemer <jroemer@communitywastedisposal.com>

Sent: Friday, June 5, 2026 10:01 AM

To: Ryan Lee <rlee@cityofkeller.com>

Cc: Aaron Rector <arector@cityofkeller.com>; Greg Roemer <groemer@communitywastedisposal.com>; Paul Hansen <phansen@communitywastedisposal.com>; Robert Medigovich <rmedigovich@communitywastedisposal.com>; Nicole Roemer <nroemer@communitywastedisposal.com>

Subject: RE: EXTERNAL - RFP 26-005 Best and Final Offer Request

Ryan,

Attached is CWD's completed best and final offer documents.

We appreciate the partnership that has developed over the last 15 years and I believe this proposal will show our desire for that to continue for many more.

I will be OOO next week, but still accessible by email and phone. When possible, please send (to all CC'd on this email) the details or questions you would like for

us to cover in the presentation on June 16th, and if there is a deadline you will need that PowerPoint by.

Please let me know if you have any questions about these documents.

Regards,

Jason Roemer | Community Waste Disposal
President

○ 972-392-9300 x3220 C 214-418-5017
2010 California Crossing Road, Dallas, TX 75220
jroemer@cwd.to | www.communitywastedisposal.com | [facebook](#) | [instagram](#)

From: Jason Roemer
Sent: Monday, June 1, 2026 11:32 AM
To: 'Ryan Lee' <rlee@cityofkeller.com>
Cc: Aaron Rector <arector@cityofkeller.com>
Subject: RE: EXTERNAL - RFP 26-005 Best and Final Offer Request

Ryan,

Thank you for sending this over. We will take a look and let you know if we have any questions.

Regards,

Jason Roemer | Community Waste Disposal
President

○ 972-392-9300 x3220 C 214-418-5017
2010 California Crossing Road, Dallas, TX 75220
jroemer@cwd.to | www.communitywastedisposal.com | [facebook](#) | [instagram](#)

From: Ryan Lee <rlee@cityofkeller.com>
Sent: Monday, June 1, 2026 11:27 AM
To: Jason Roemer <jroemer@communitywastedisposal.com>
Cc: Aaron Rector <arector@cityofkeller.com>
Subject: EXTERNAL - RFP 26-005 Best and Final Offer Request

Good afternoon,

The City of Keller appreciates your continued participation in RFP No. 26-005 for Citywide Solid Waste Collection and Recycling Services.

Attached is the City's Best and Final Offer request letter and BAFO response form. Please complete the response form and provide any required supporting information as outlined in the letter and form instructions.

Completed BAFO responses are due no later than **Monday, June 8, 2026, at 12:00 p.m.** and should be submitted to me by email at rlee@cityofkeller.com.

Please let me know if you have any questions regarding the attached documents.

Thank you,

Ryan Lee | Budget & Purchasing Manager

P: 817-743-4006

City of Keller, Texas

www.cityofkeller.com

*****THIS IS NOT A CWD EMPLOYEE - TAKE CAUTION*****

This is an EXTERNAL email. Do not click links or open attachments unless you
VERIFY the sender and know the content is safe.

<Clarification_Letter_CWD.pdf>