



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Agenda - Monday, April 15, 2019 - 6:00 PM

Call to Order

Roll Call

Pledge of Allegiance lead by Boy Scout Troop 8 of the 1st Presbyterian Church Texarkana, Arkansas, and Invocation given by Scout Ben Soyars.

PRESENTATION(S)

1. Proclamation Supporting City's participation in the National Historic Preservation Month presented to Historic District Commissioner David Jones.

CONSENT

2. Approval of the minutes of the regular meeting April 1, 2019. (CCD)

REGULAR

3. Adopt a Resolution authorizing the City Manager to contract with Sanitation Solutions to provide solid waste disposal (landfill) services to the City. (PWD) Public Works Director Tyler Richards
4. Adopt a Resolution authorizing the City Manager to amend the residential hauler contracts with Edmondson's Trash Service and Richardson Waste Inc. (PWD) Public Works Director Tyler Richards
5. An Ordinance Amending the *City of Texarkana, Arkansas Code of Ordinances*, Solid Waste Ordinance Sec. 22-28 – Disposal of Commercial Solid Waste, Sec. 22-30 – Proof of Landfill Disposal by Commercial Haulers and Sec. 22-31 - Penalty for Disposal of Solid Waste at a Landfill Not Under Contract with the City. (PWD) Public Works Director Tyler Richards

This ordinance requires an emergency clause: An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)

CITIZEN COMMUNICATION

NEXT MEETING DATE: May 3, 2019

ADJOURN

2019 City Calendar

Gateway Farmer's Market – Every Tuesday, Thursday and Saturday

Chill Out Day - Monday, April 15, 2019

9th Annual RailFest - Saturday, May 11, 2019

Hungers No Game 5K/Fun Run - Saturday, May 18, 2019

Bright Star Baptist Church Anniversary Homecoming -

Saturday, May 25, 2019

Sparks in the Park - Saturday, June 29, 2019



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE:	Approval of the minutes of the regular meeting April 1, 2019. (CCD)
AGENDA DATE:	04/15/2019
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
DEPARTMENT:	City Clerk
PREPARED BY:	Heather Soyars, City Clerk
REQUEST:	Approval of meeting minutes.
EMERGENCY CLAUSE:	N/A
SUMMARY:	Approval of meeting minutes.
EXPENSE REQUIRED:	N/A
AMOUNT BUDGETED:	N/A
APPROPRIATION REQUIRED:	N/A
RECOMMENDED ACTION:	The City Clerk recommends approval.
EXHIBITS:	Meeting minutes.



Regular Meeting of the Board of Directors

City of Texarkana, Arkansas

216 Walnut Street

Minutes - Monday, April 01, 2019 - 6:00 PM

Mayor Allen Brown called the meeting to order.

PRESENT: Mayor Allen Brown, Ward 1 Assistant Mayor Linda Teeters, Ward 2 Director Laney J. Harris, Ward 3 Director Steven Hollibush, Ward 4 Director Travis Odom, Ward 5 Director Barbara S. Miner, and Ward 6 Director Terri Peavy.

ALSO PRESENT: City Manager Dr. Kenny Haskin, City Attorney George Matteson, and Deputy City Clerk Jenny Narens. City Clerk Heather Soyars was absent.

Invocation and Pledge of Allegiance given by Assistant Mayor Linda Teeters.

PRESENTATION(S)

1. City of Texarkana, Arkansas Employee Service Awards. (CCD)

Mayor Brown presented an award and pin to Kathy Dotson and William Engledowel for five years of service with Texarkana Water Utilities (TWU).

CONSENT

Director Harris requested Item 2 Approval of the minutes of the regular meeting March 18, 2019. (CCD), be removed from the Consent Agenda and added to the Regular Agenda for discussion.

Motion to approve the Consent Agenda made by Assistant Mayor Teeters, Seconded by Director Odom.

City Attorney George Matteson said he had one comment regarding the Mutual Aid Agreement, there would be a change in the packet, deleting the general liability.

The motion carried unanimously, and the Mayor declared the Consent Agenda approved. The item approved were:

3. Resolution No. 2019-14 authorized the execution of Mutual Aid Agreement for Fire Protection with the Miller County Volunteer Fire Department. (TAFD)

REGULAR

2. Approval of the minutes of the regular meeting March 18, 2019. (CCD)

Director Harris wanted it to be known the previous minutes of March 18, 2019, meeting did not include important statements he said.

Mayor Brown said it would be noted in the minutes tonight.

[April 15,2019 - Director Harris would like his statement during the March 18, 2019, Board meeting concerning asbestos under the gym floor of the Boys and Girls Club recorded in the minutes.]

CITIZEN COMMUNICATION

Dan Johnson, 3820 Preston Street, said he wanted to see if the City would put signs out before Highland Hill Road, instructing the big trucks entering Cooper Tire must turn at the red light.

Boots Thomas, 5807 Deerwood, said he was glad to see the City being proactive about the lights poles on the interstate. He said the lights not working was a driving safety issue and it made our City look abandoned.

NEXT MEETING DATE: Monday, April 15, 2019

ADJOURN

Motion to adjourn made by Director Odom, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Odom, Director Miner, Director Peavy.

The meeting adjourned at 6:25 PM.

APPROVAL of the minutes on this 15th day of April, 2019.

Allen L. Brown, Mayor

Heather Soyars, City Clerk



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: Adopt a Resolution authorizing the City Manager to contract with Sanitation Solutions to provide solid waste disposal (landfill) services to the City. (PWD) Public Works Director Tyler Richards

AGENDA DATE: 04/15/2019

ITEM TYPE: Ordinance Resolution Other :

DEPARTMENT: Public Works Department

PREPARED BY: Tracie Lee, Assistant Public Works Director

REQUEST: Adopt a Resolution authorizing the City Manager to contract with Sanitation Solutions.

EMERGENCY CLAUSE: This item will be approved by a resolution; therefore, it will not need an emergency clause.

SUMMARY: The City's landfill contract with Waste Management expires on April 30th. Due to this the City advertised for request for proposals (RFP) for solid waste disposal services on March 3, 2019.

Three proposals were submitted from Sanitation Solutions Inc., Waste Management of Texas, Inc. and Waste Corporation of Arkansas, LLC. The below rates were provided.

- Sanitation Solutions Inc. – \$16.00 a ton for the duration of the five-year contract inclusive of fuel surcharges.
- Waste Management of Texas, Inc. – Option I: \$35.50 a ton for the duration of the five-year contract inclusive of fuel surcharges. Option II: \$33.50 a ton with a \$1.00 increase annually.
- Waste Corporation of Arkansas, LLC - \$25.00 a ton inclusive of fuel surcharges with a 2% increase annually.

Based on the results staff recommended to the Solid Waste Committee on March 25, 2019 the landfill contract be awarded to Sanitation Solutions as the new rate will save the City approximately \$1.08 million during the life of the contract when compared to the new rates quoted from Waste Management as they are the City's current provider.

The Solid Waste Committee voted unanimously to submit Sanitation Solutions Inc. proposal to the Board of Directors for approval.

EXPENSE REQUIRED: \$0.00

AMOUNT BUDGETED:	\$0.00
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APPROPRIATION REQUIRED:	\$0.00
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RECOMMENDED ACTION:	City Manager and staff recommend board approval.
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EXHIBITS:	Resolution, Request for Proposal, Sanitation Solutions Proposal, Rate Comparison for Five Year Period, Draft Disposal Contract and City Manager Letter.
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RESOLUTION NO. _____

WHEREAS, upon advertisement a low bid for solid waste disposal services (landfill) was submitted by Sanitation Solutions, Inc. of \$16.00 per ton (\$20/ton for tires and sludge) for a five-year period (subject to certain termination provisions); and

WHEREAS, the Solid Waste Committee, the City Manager and City Staff recommend approval; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is hereby authorized and directed to enter into a contract, in form and substance acceptable to the City Manager after consultation with the City Attorney, with Sanitation Solutions, Inc., to provide for and procure solid waste disposal services for the price and term set forth above.

PASSED AND APPROVED this 15th day of April, 2019.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney

Residential Solid Waste					
	2014	2015	2016	2017	2018
January	833.63	762.19	783.9	932.14	817.53
February	707.74	611.2	746.23	870.16	525.84
March	745.45	761.63	799.78	859.93	827.48
April	797.34	818.11	747.4	875.91	908.34
May	853.94	863.75	780.61	1043.45	814.64
June	674.85	826.69	927.39	916.79	858.75
July	929.9	701.01	660.39	877.62	891.95
August	886.71	674.95	919.94	929.51	916.68
September	824.01	701.68	766.92	776.92	786.83
October	761.84	730.18	858.24	845.5	1004.1
November	610.03	817.56	899.98	793.21	1002.79
December	962.92	875.17	844.46	804.03	964.07
Total Tons (+200 City Shop)	9788.36	9344.12	9935.24	10725.17	10519

10062 Historical Average

Prev 5 Years Comparison

WM Landfill Increase Based on Annual CPI					
WM 2014 Rate \$26.70	\$ 261,349.21	\$ 253,692.86	\$ 270,238.53	\$ 296,443.70	\$ 303,893.91
SWASWD 2014 Rate \$23.98	\$ 234,724.87	\$ 228,650.62	\$ 248,082.94	\$ 273,277.33	\$ 274,545.90
Difference	\$ 26,624.34	\$ 25,042.24	\$ 22,155.59	\$ 23,166.37	\$ 29,348.01

\$ 1,385,618.21
\$ 1,259,281.66
\$ 126,336.54

Projected Tonnage					
	2019	2020	2021	2022	2023
New Contract					
Historical Average +/- %	10792.70	10303.79	10916.86	11720.34	11495.31

WM and WCA Comparison With New Rate					
	2019	2020	2021	2022	2023
WM 2019 Rate \$33.50	\$ 361,555.34	\$ 355,480.67	\$ 387,548.63	\$ 427,792.56	\$ 431,074.25
WCA 2019 Rate \$25.00	\$ 269,817.42	\$ 262,746.58	\$ 289,624.37	\$ 317,152.51	\$ 317,270.65
Difference	\$ 91,737.92	\$ 92,734.09	\$ 97,924.26	\$ 110,640.05	\$ 113,803.60

Cost Savings
\$ 1,963,451.45 Option II \$1.00 increase annually
\$ 1,456,611.53 2% increase annually
\$ 506,839.92

WM and Sanitation Solutions Comparison With New Rate					
	2019	2020	2021	2022	2023
WM 2019 Rate \$33.50	\$ 361,555.34	\$ 355,480.67	\$ 387,548.63	\$ 427,792.56	\$ 431,074.25
Sanitation Solutions \$16.00	\$ 172,683.15	\$ 164,860.60	\$ 174,669.81	\$ 187,525.50	\$ 183,925.01
Difference	\$ 188,872.19	\$ 190,620.07	\$ 212,878.83	\$ 240,267.05	\$ 247,149.24

Cost Savings
\$ 1,963,451.45 Option II \$1.00 increase annually
\$ 883,664.07 Contract set at \$16.00 for term of agreement
\$ 1,079,787.38

Compariogn of WM Option I versus Option II					
	2019	2020	2021	2022	2023
WM 2019 Rate \$35.50	\$ 383,140.73	\$ 365,784.46	\$ 387,548.63	\$ 416,072.21	\$ 408,083.63
WM 2019 Rate \$33.50	\$ 361,555.34	\$ 355,480.67	\$ 387,548.63	\$ 427,792.56	\$ 431,074.25
Difference	\$ 21,585.39	\$ 10,303.79	\$ -	\$ (11,720.34)	\$ (22,990.63)

Cost Savings
\$ 1,960,629.66 Option I set rate at \$35.50 for term of agreement
\$ 1,963,451.45 Option II \$1.00 increase annually
Sanitation Solutions \$ 1,076,965.59 WCA **\$ 504,018.13**

REQUEST FOR PROPOSAL
WASTE DISPOSAL SERVICES
CITY OF TEXARKANA, ARKANSAS



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INTRODUCTION

The City of Texarkana is requesting proposals for a service provider for solid waste disposal services. Service provider shall have expertise in the operation and management of landfills and/or transfer stations. The waste to be delivered to the facility will be collected and transported by contracted solid waste haulers. The City delivers approximately 21,000 tons of solid waste (trash and street sweepings) on an annual basis.

The term of the contract will be five years, with three additional one-year contract extensions at the City's option.

PROPOSAL SUBMISSION

Eight (8) hard copies of the proposal, inclusive of all requested information and supporting documents, shall be submitted to the City Manager. Proposals shall be received until 3:00 P.M. on March 15, 2019, at which time the proposal shall be opened publicly at the office of the City Manager. Proposers are invited to be present at the RFP opening.

Proposals received after the hour specified will not be considered.

PRE-PROPOSAL CONFERENCE

A pre-proposal meeting will be held on March 8, 2019 at 10:00 A.M.

PROPOSER'S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

INSURANCE

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with copies of permits, any related insurance certificates of adequate limits, as later indicated, to protect the City of Texarkana, its agents, and employees, from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKERS' COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub- contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and

discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and hold harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Texarkana as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Workmen's Compensation insurance covering all employees of contractor engaged in the execution of landfill operations.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Texarkana, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: *City of Texarkana, 216 Walnut Street, Texarkana, AR 71854*. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the State of Arkansas. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Sub-proposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Sub-proposer is to perform in accordance with all terms of the contract and Specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Proposer. All directions given to the Sub-proposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to the performance of such contract or sub-contract (including, without limitation, all billing records and weight records or tickets). Such books and

records shall be maintained by the proposer for a period of five (5) years following the termination of the contract or sub-contract or, if no termination, the later to occur of the expiration of the initial term or expiration of any extension term(s) exercised by the City; unless a shorter period is otherwise authorized in writing.

DISSEMINATION OF INFORMATION

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

PERMITS/LICENSES

The Proposer shall, at its expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Proposers may revise or withdraw their proposals at any time prior to the due date and time by emailing Tyler Richards, Public Works Director at tyler.richards@txkusa.org or Tracie Lee, Assistant Public Works Director at tracie.lee@txkusa.org. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Texarkana

PROPOSAL REJECTION

The City of Texarkana reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

*******Notice to proposers the City is also considering participating in services offered through the Southwest Arkansas Solid Waste District (SWASWD). As the City is a member of this district a proposal is not required from SWASWD. If the terms and/or services available to the City as a member of the SWASWD are determined to be more beneficial to the citizens of Texarkana the City will reject all proposals submitted through this RFP.*******

EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to terminate the contract.
- B. The City shall have the right to terminate the contract in the event that funds are not budgeted in any calendar year following the year that the contract is initially executed.
- C. The proposer is not adequately complying with the specifications.
- D. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- E. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- F. The proposer refuses to proceed with work when and as directed by the City.
- G. The proposer abandons the work.

SCOPE OF SERVICES

Management of Waste

Disposal and Processing Facility Information:

Proposers shall provide the following information for all disposal and/or processing facilities to be used to provide solid waste disposal services under the Agreement.

- a. Name, location, and description of the facility and the type of material that will be accepted, processed, and/or disposed at the location.
- b. Name of owner and operator of the facility (or facilities), identifying whether the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, or subcontractor.
- c. Contact name and phone number of the site/landfill manager.
- d. Term of the Proposer's contract with the facility (if applicable).
- e. If the facility is owned and operated by the Proposer, provide a guarantee to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their

commitment to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the development/expansion plan.

- f. End product for yard trimmings, if accepted, at the disposal/processing facility.
- j. **Description of Customer Service.** Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:
 - i. Description of complaint resolution procedures.
 - ii. Name, title and contact information of Proposer's staff responsible for complaints.
- k. **Description of Customer Billing Policies and Procedures.** Proposer shall describe the policies and procedures to be used for billing, documenting, and reporting disposal services provided to the City.

INFORMATION REQUIRED WITH PROPOSALS

Please provide this information on separate sheets of paper in the order listed:

1. Price per ton for municipal solid waste, trash, and rubbish
 - Rate shall be the same rate applied to all municipal solid waste (*both residential and commercial waste*).
2. Price per ton for tires
3. Price per ton for street sweepings
4. Qualifications and Experience.
 - Demonstrate the experience of the individual, firm or organization in conducting efforts of the nature and scope required by this Request for Proposal. Proposer shall include length of time in the industry as part of description of qualifications and experience.
 - Identify the key personnel to be assigned to render the services required. Provide a list of past experience and all certifications and licenses.
5. Stability.
 - Demonstrate the ability and continuity of both staff and management of the individual, firm or organization.
6. Days and Hours of Operation.

- Holiday Schedule (closed)

COMPENSATION

Proposer shall identify all waste streams accepted at the facility with associated costs. Costs shall be presented in per ton format.

EVALUATION OF PROPOSALS

The City of Texarkana will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Texarkana, price and all other factors considered.

The evaluation will be based upon the following areas:

- a. Completeness of response to the RFP
- b. Relevant experience (permits, certifications and licenses)
- c. Stability of Price
- d. Proximity of the facility to the City of Texarkana
 - i. City expense related to round trip travel time will be considered
 - ii. City prefers to contract with service providers within a 15-90 mile radius of the City of Texarkana if the cost is justifiable.

The Offeror must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status.

All successful bidders must meet the terms and conditions of:

- The parallel residential and commercial disposal rate requirement of the City.
- Have the capacity to bill the City for residential disposal and bill the haulers for commercial disposal separately.
 - At the current time the City has three solid waste haulers that will be responsible for paying their commercial landfill fees.
 - Richardson Waste, Inc.
 - Edmondson's Trash Service
 - Waste Management

ASSIGNMENT OF KEY STAFF

If a key contact member leaves during the course of the contract, the City must be notified within 30 days of any changes in contact and provide any updated contact information

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee to include the City Manager, Public Works Director, Assistant Public Works Director and other key personnel will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals based on the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Once the selection committee has evaluated each proposal a recommendation will be submitted to the Solid Waste Committee for final recommendation to the Board of Directors. Failure to comply with any mandatory requirements may disqualify a proposal.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the RFP documents will be made to any bidder orally.

Every request for such interpretation shall be submitted to the Public Works Department and to be given consideration must be sent in prior to 10:00 A. M. on March 8, 2019. Direct inquiries to:

Tyler Richards, Public Works Director or
Tracie Lee, Assistant Public Works Director
City Hall, Public Works Department
216 Walnut Street
Texarkana, AR 71854
FAX - (870) 773-2395
tyler.richards@txkusa.org
tracie.lee@txkusa.org

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued via email to all prospective proposers no later than March 15, 2019.

Additionally, the city prohibits communications initiated by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

NON-COLLUSION AFFIDAVIT
INSTRUCTIONS FOR NON-COLLUSION
AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the State of Arkansas Reporting of Suspected Collusion, ARK. Code Ann. § 19-11-240, 19-11-244; R1 to R2: 19-11-244, governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION
AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says
that:

He/She is _____ of the Proposer that
has

(Owner, Partner, Officer, Representative or Agent)

submitted the attached
Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Texarkana or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents, or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Texarkana, which the Proposer will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important and will be relied on by the City of Texarkana in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Texarkana of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary
Public

My Commission Expires:

NON-DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

PROPOSER

TITLE

**PROVIDER’S CERTIFICATION OF NON-INDEBTEDNESS TO THE
CITY OF TEXARKANA**

Provider hereby certifies and represents that Provider and Provider’s parent company(ies) and subsidiary(ies) are not currently indebted to the City of Texarkana (the “City”), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Name of
Provider

By: __ Authorized Signatory

Title: . President or Vice President

Attest: _____

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- Item 6 CUSTOMER BILLING POLICY
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- Item 8 RATE PROPOSAL
- Item 9 CERTIFICATE OF INSURANCE, NON-COLLUSION AFFIDAVIT,
NON-DISCRIMINATION STATEMENT, AND A NON-
INDEBTEDNESS STATEMENT
- Item 10 DISPOSAL SITE

SANITATION SOLUTIONS

March 15, 2019

City of Texarkana
Mr. Tyler Richards, Public Works Director
Purchasing Department
216 Walnut Street
P.O. Box
Texarkana, Texas 71854

RE: Solid Waste Commercial Collection

Mr. Richards,

Sanitation Solutions, a Family Owned & Operated Business, wishes to thank the City of Texarkana for the opportunity to offer the enclosed proposal for Solid Waste Collection.

Throughout this proposal, Sanitation Solutions will demonstrate our capabilities in operations, customer service and financial stability to provide the City of Texarkana the absolute best service available. In addition, we will demonstrate our abilities to fulfill the desires of current and future businesses in Texarkana. Our significant presence in the Northeast -Texas Area provides us with a thorough knowledge of the area, which can guarantee you the most effective service. In this proposal Sanitation Solutions will show that particular attention is placed on quality control through our exemplary customer service standards. We are aware that City staff would like to have one (1) service provider servicing their community, and Sanitation Solutions plans on offering the City the best possible service and the absolute best proposal response. We will make the necessary adjustments to correct any problems that may have occurred in the past and we will continue to provide the same consistent services that we have provided other Cities in the past.

Sanitation Solutions fully understands the requirements of the City and is prepared to meet and exceed those obligations as outlined in the Request for Proposals. While making your decision as to which vendor to go with, ask yourself, who has provided, not just solid waste services, but has provided City after City with sound environmental solutions? Sanitation Solutions understands the desires of the City of Texarkana and wishes for the opportunity to provide superior service to the City.

Sanitation Solutions prides itself as being an Environmental Leader in our Industry. Environmental responsibility is our business. It is not only a component; it's what we

pride ourselves on. We manage materials used by the current generation so that they benefit and do not harm future generations. We define sustainability as protecting and enhancing the quality of the environment and making decisions which consider the environmental impact of everything we do.

Sanitation Solutions currently provides disposal services to more than fifty (50+) municipalities throughout the Northeast Texas area which demonstrates our commitment to providing affordable and dependable service. We are confident in our ability to provide superior service for the City of Texarkana now and far into the future.

We respectfully submit this proposal for your consideration while bearing in mind, "there's more to garbage collection than a cheap price". Anyone can offer a low rate. The difference is whom can you trust? Who has a proven track record? Who can deliver what they promise? Who can maintain the enormous task of solid waste collection and disposal over the duration of the contract?

We feel our history of performance proves our claim to provide superior service, competitive rates, and the assurance your trash is always disposed of in a safe, fully permitted landfill.

Sanitation Solutions agrees to be bound by the proposal submitted and to provide the services specified in the contract.

Sincerely,

Josh Bray
President & Owner
Sanitation Solutions, Inc.

Woodie Brantley
Manager Business Development
Municipal Services

Executive Summary

Sanitation Solutions as part of this Executive Summary will provide the City of Texarkana with a brief explanation of our Proposal for Solid Waste Collection Service. In order to meet the objectives as defined by the City of Texarkana, *Sanitation Solutions* will address each aspect of the proposal and adhere to the guidelines set forth. *Sanitation Solutions* desires to transport all solid waste from the City of Texarkana to the Contractor's designated, permitted disposal site. This proposal contains several major components. We will describe each portion in order of their relative position in the RFP.

SEALED PACKAGE *Sanitation Solutions* has provided the City of Texarkana, Texas with seven (7) hard copies and one (1) original copy of the response proposal for your evaluation and consideration.

Item 1 COVER LETTER *Sanitation Solutions* has provided a cover letter containing the specific information requested.

Item 2 EXECUTIVE SUMMARY *Sanitation Solutions* has provided an Executive Summary letter outlining our proposal.

Item 3 FIRM BACKGROUND & EXPERIENCE *Sanitation Solutions* has provided a brief history and description of our company including size, personnel, qualifications, years of experience and other detailed information relating to our background and competency.

Item 4 GUARANTEE TO PROVIDE SERVICE *Sanitation Solutions* has provided a guaranteed tipping price for the term of the agreement for one price per ton of material for the entire length of the agreement, another vendor will haul it to our disposal site.

Item 5 CUSTOMER SATISFACTION PROGRAM *Sanitation Solutions* has the most comprehensive customer service program of any company of our kind in the industry. Every aspect of our business is monitored and the resulting service level to the customer has never been better.

Item 6 CUSTOMER-BILLING-POLICIES *Sanitation Solutions* has the most comprehensive customer service program of any company of our kind in the industry. Every aspect of our business is monitored and the resulting service level to the customer has never been better.

Item 7 CUSTOMER LISTING AND REFERENCES *Sanitation Solutions* has provided a reference list of all of our municipal customer contracts in Texas, as well as substantial additional information as to *Sanitation Solutions*'s ability to perform on contracts.

Item 8 RATE PROPOSAL *Sanitation Solutions* has included a copy of the proposal package and rates on the appropriate sheets provided.

Item 9 APPROPRIATE PROPOSAL SECURITY *Sanitation Solutions* has provided all the appropriate documents, insurance certificates, non-collusion affidavit, non-discrimination statement, and a non-indebtedness statement that is requested.

Item 10 DISPOSAL and PROCESSING SITES *Sanitation Solutions* will utilize another Vendor to haul all solid waste from the City of Texarkana to the Blossom Prairie Landfill Site, which is located approximately eighty-five (85) miles Northwest of Texarkana, Texas under TCEQ permit number# 2358. It is a registered disposal site in Blossom, Texas, which is open daily from 6:30AM to 4:30PM. Our current disposal site was permitted and opened on the date of October 14, 2010. This Landfill Site is a 640 acre Type 1 Municipal Solid Waste Facility that has a projected lifespan in excess of 100+ years of capacity.

Sanitation Solutions responds to the City of Texarkana Proposal for Waste Disposal Services for the City in this document. We are thoroughly familiar with the City of Texarkana needs as outlined in the proposal package. We have provided service to numerous Cities of comparable size for many years and also serve a large number of cities in the surrounding area. Our proximity to the City of Texarkana enables us to offer the most efficient and economical response for Solid Waste Collection. We are proud of our service record and acknowledge, with gratitude, the fine working relationship we have with each City we serve.

Sanitations Solutions also wishes to maximize the sanitary and aesthetic living conditions for your City personnel and continue the positive communications with the City and its customers. This proposal provides options as requested to accomplish the City of Texarkana objective of transporting solid waste to a designated disposal site.

Our response answers the proposal in the form required by the City of Texarkana and is complete in all respects. We have worked hard to be responsive to the initial requests made by the proposal and have offered alternatives to the specifications as requested which shows opportunities for potential savings by the City of Texarkana. In direct response to the information requested in the proposal, *Sanitation Solutions* will address each qualification or document in this submittal.

Simply put, we propose to provide a long-term Partnership Plan for the City of Texarkana in a way that will maintain and enhance the efficiency and cost to the City and its' residents for years to come.

We believe our competency to perform this contract is demonstrated by the long history we have with the surrounding Cities and the number of other customer City's we have provided service. Frequently, our city contracts are extended or renewed demonstrating not only the capability to perform, but also the ability to meet or exceed the city's expectations. ***Sanitation Solutions has never been in default on a municipal contract. Each and every contract we sign has extended or concluded without mediation or litigation.***

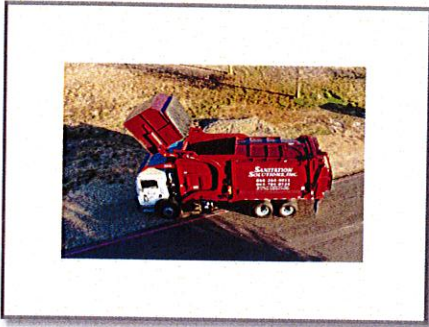
This response to the City of Texarkana proposal is materially complete in all respects as demonstrated in subsequent tabs for our response to each section of the proposal.

We invite questions and will welcome detailed discussion of all aspects of our proposal after the Committee Members have had an opportunity to review our response.

"The following information is proprietary and exempt from the Public Information Act."

Our Company Expectations For Your Community

One Company, One Choice



Solid Waste issues should be one of the last *things* on the City of Texarkana list of priorities. In an ideal world, disposal services would be as seemingly effortless and dependable as water, electricity or telephone service. Problems, if any, would be resolved quickly with a single telephone call. Invoices would be simple, clear and unfailingly accurate.

Sanitation Solutions is dedicated to delivering service that lives up to this ideal. Our solutions are designed to directly address solid waste issues in a way that conforms to the City of Texarkana operational requirements.

Having provided similar services to numerous communities throughout the Northeast-Texas area, Sanitation Solutions clearly understands the services required for disposal services. Through our local hauling division and landfill division, we offer the experience, expertise, and resources to address the operational needs in the City of Texarkana needs. Working in partnership with the City of Texarkana, Sanitation Solutions will deliver:

- World Class Customer Service
- One-Hauler Capability
- Safe Operations in your County
- Trained Drivers
- Crime Prevention Programs
- Accurate Billing
- Clear, Easy-to-Read Invoices

Family History Pertaining to Sanitation Solutions "Commitment to Quality Service"

Sanitation Solutions is a Texas Corporation owned and operated by Josh Bray. The Bray family has many years of experience in the waste hauling and landfilling business. Josh Bray started out his career by assisting his father with the trash collection company, which was named B & B Equipment Company at the time. Josh Bray remained in the trash business with his father, until it was sold to Waste Management of Texas in October of 1992. In March of 1998, the family business was re-established by buying it back from Waste Management.



In addition, the Bray family owned and operated its first disposal site from May 1983 until it was also sold to Waste Management in July of 1999, which was located just outside of Paris, Texas. The Bray family decided to open a second disposal site, which is located in Blossom, Texas. The second disposal site was permitted and opened on the date of October 14, 2010. The name of that disposal site is the Blossom Prairie Landfill, which is located approximately eleven (11) miles east of Paris, Texas. It is permitted through TECQ

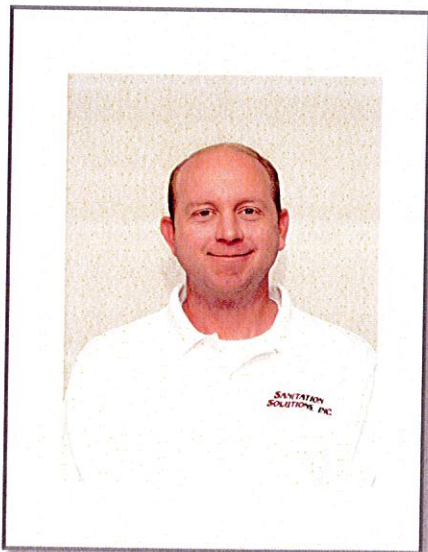
under permit# 2358. This is a 640 acre Type 1 Municipal Solid Waste Facility that has a projected lifespan in excess of 100+ years.

Sanitation Solutions has been built on the same principles, which is providing the best possible service for the most economical price. Josh Bray has spent many years learning and understanding the solid waste business and through his dedication and leadership, there is no doubt that Sanitation Solutions will and has become a premier solid waste provider for the Northeast-Texas area.

Qualifications of Our Team

The following key Personnel represent our management team for this project. Our managers will oversee and support Sanitation Solutions staff of drivers, technicians, landfill technicians, customer service, safety, and billing personnel who will directly service the City of Texarkana Start-up.

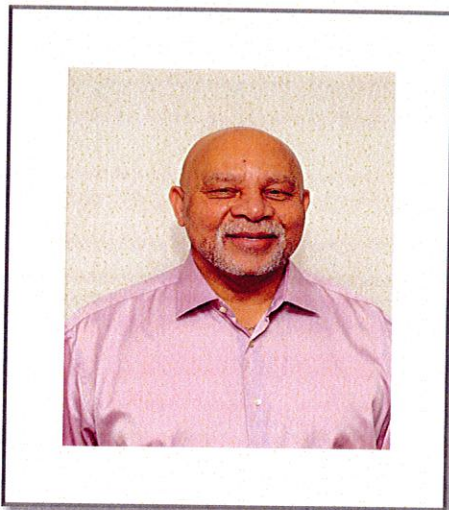
Key Personnel



Josh Bray, Owner and Operator, Josh Bray of Sanitation Solutions will play a vital role in the City of Texarkana start-up. Mr. Bray started Sanitation Solutions approximately ten (10) years ago with the desire to create the best possible solid waste division in the Northeast-Texas area. Having grown up in the business with his father, Barney Bray III, who operated a vertically integrate solid waste company. Josh Bray had no other choice than to learn as much as he could about the solid waste industry. Josh Bray found himself from a young age, painting containers, delivering containers, and running heavy equipment at the landfill site. Those early experiences gave him the industry knowledge he needed to start a company upon graduation from the University of Alabama with a B.A. in finance and an M.A. in

Marketing. Currently, he employs 100+ employees that serves 50+ cities, throughout the North-east Texas and Southeastern Oklahoma areas. The Bray family is committed to giving back to every community that is served by them. Since the Company's inception, a scholarship has been given to a graduating senior in every Town that is served by Sanitation Solutions. Mr. Bray either serves or has served on the Boys and Girls Club Board, Guaranty Bond Bank Advisory Board, Lamar County Chamber of Commerce Board, and the Finance Committee for the East Paris Baptist Church. Mr. Bray enjoys spending time with his wife Beth and their daughter Anniston. His personal hobbies are as follows, hunting, fishing, working on the farm, and traveling in his spare time.

Phone: 903-517-6268 E-mail: joshbray@suddenlinkmail.com



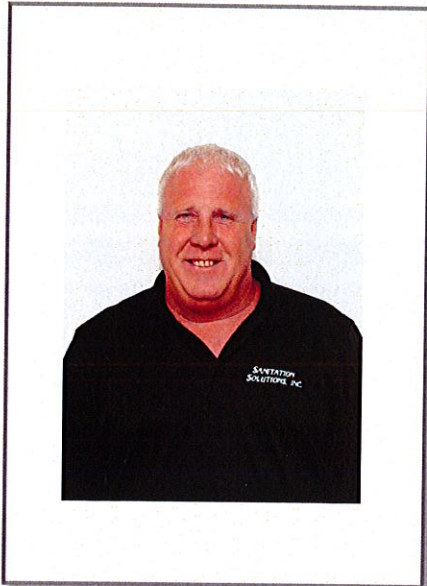
Woodie Brantley, Public Sector Manager: Woodie Brantley has worked in the solid waste industry for over 35+ years and has personally started more than 30 municipal contracts throughout his career. With a keen eye toward customer service, Mr. Brantley has built a team of driving professionals to insure consistent service for the City of Texarkana. Mr. Brantley will be the first point of contact for the Town with Sanitation Solutions. He recently married Mrs. Myrna Chavez Brantley and he truly enjoys spending time with her in his spare time.

Phone: 214-448-1041 E-mail: wb@suddenlinkmail.com



Jason Stephens, General Manager of Division: Jason Stephens started his career with Sanitation Solutions in June 1998 until the present. He is the key contact for all of our municipal contracts in the Northeast - Texas area, plus he oversees our open market business which consists of a large group of Commercial and Industrial Accounts throughout the region. In addition, he will assist with the start-up by overseeing the operations manager with routing, scheduling, and coordination of the City of Texarkana project. Jason professional focus has been on creating a safe working environment where employees collaborate across department lines, he takes pride in a job well-done, and works collectively to deliver a safe, efficient, and reliable service that exceeds customer expectations.

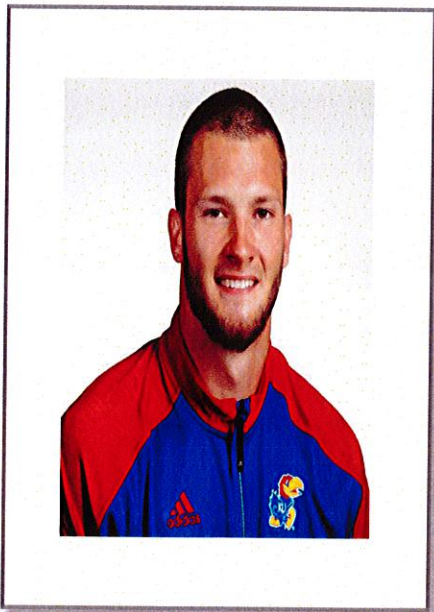
Phone: 903-517-3605 E-mail: jasonstephens@suddenlinkmail.com



Bucky Covey, Operations Supervisor: Prior to joining Sanitation Solutions, Mr. Covey worked for Waste Management in four (4) different areas over a ten (10) year period of time and they are as follows, Roll-off Driver, Route Manager, Maintenance Manager, and finally a Site Manager. Mr. Covey will direct the daily activities of the drivers and the maintenance crews to assure the Town of reliable service that exceeds customer expectations. Mr. Covey's professional focus has been on creating a safe working environment where employees communicate ideas and share experiences. Mr. Covey has worked in the solid waste industry for approximately eighteen (18) years and is serving a dual role as our Operations Supervisor and the Maintenance Manager of Sanitation Solutions in our Paris, Texas division. He currently resides in Blossom, Texas where he lives with his wife Pam. Should Sanitation Solutions receive consideration to serve the City of

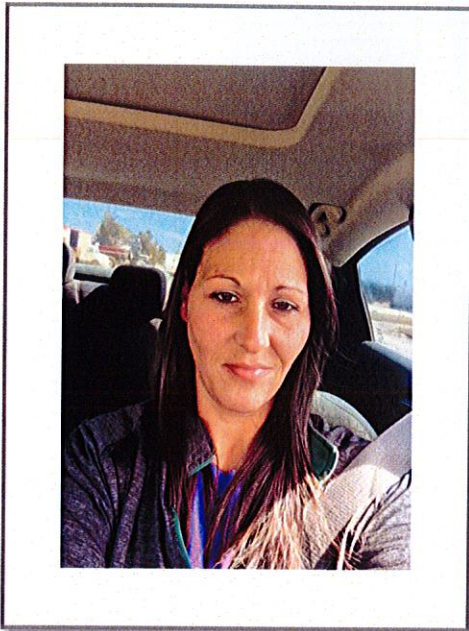
Texarkana; Mr. Covey would be interviewing and hiring potential employees to serve the City of Texarkana.

Phone: 903-466-3189 E-mail: buckycovey@suddenlinkmail.com



Colin Spencer, Landfill Manager: Colin Spencer operates and manages the Blossom Prairie Landfill Site. Mr. Spencer started his career as a Landfill Site Manager with Sanitation Solutions in August 2017. Colin attended the University of Kansas with a major in Environmental Studies and minor in Geology. Colin has focused on obtaining the necessary skills and permits to manage an accessible, efficient, and environmentally sound disposal site. Mr. Spencer oversees and administers daily operations of our Blossom Prairie Landfill Facility, while meeting or exceeding the requirements of the Landfill operating license and the environmental laws, rules, and standards of the State Of Texas (TECQ).

Phone: 940-768-9407 E-mail: colinspencer26@gmail.com



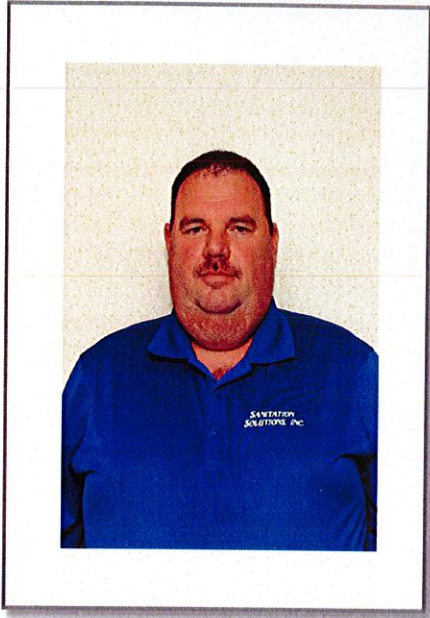
Tiffany Williams, Customer Service Representative: Prior to joining Sanitation Solutions, Tiffany Williams worked for Xerox Data Processor Corporation for approximately ten (10) years as an Operations Specialist. Currently, she is acting as a lead Customer Service Representative for Sanitation Solutions and she is responsible for acting as a liaison between our customers and our operational counterparts. All of our Customer Service Representatives assist with complaints, orders, errors, account questions, billing, cancellations, and other inquiries. With her years of experience and strong communication skills, she is able to resolve customer concerns effectively and quickly. All of our Customer Service Representatives have been able to create and form a strong working relationship with each of our Cities.

Phone: 903-784-0124 E-mail: tiffanywilliams@suddenlinkmail.com



Jeri Lynn Golden, Billing & Collections Manager: *Mrs. Jeri Lynn Golden* joined our Sanitation Solutions team in June of 2011 after retiring from Kimberly- Clark Corporation in June of 2009. She brings with her twenty-five (25) years of experience at buying, accounting, and managing service contracts. Currently, she is responsible for providing financial, administrative and clerical services. This includes processing and monitoring payments and expenditures and preparing and monitoring the payroll system. She provides these services in an effective and efficient manner and she and her staff will ensure that municipal finances are accurate and up to date. In addition, she and her staff will make sure that vendors and suppliers are paid within established time limits.

Phone: 903-517-5012 E-mail: jerilynngolden@suddenlinkmail.com



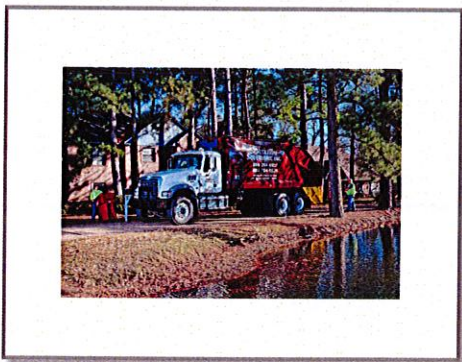
Marc Williams, Safety Manager: *Mr. Marc Williams* - Prior to joining our Sanitation Solutions team in March of 2014, Mr. Williams worked for Allied Waste Services & Republic Services, Inc. for fourteen (14) years in various positions. Mr. Williams resigned from Republic Waste Services in June of 2013, and joined Progressive Waste Solutions, where he was offered and accepted the position of Operations Manager over the Kilgore, Texas division. In March of 2014 he was offered and accepted the position of Safety Manager for our Sanitation Solutions team. As a Safety Manager Mr. Williams understands, whatever sort of business you are, there is always a possibility of an accident or damage to someone's health and/or personal property. Our industry exposes our employees to unforeseen hazards, be there, equipment loads which have to be manually handled, dangerous machinery, toxic substances, or even psychological hazards such as stress.

We are proud to have Mr. Williams on our team, and we are looking forward to many years of excellence.

Phone: 903-573-0960 E-mail: mw@suddenlinkmail.com

"The following information is proprietary and exempt from the Public Information Act."

Strength, Background, & Experience of Our Company



Sanitation Solutions is the largest Commercial and Industrial solid waste hauler in the Northeast – Texas area. We currently provide solid waste service to over 46,500 homes, 1000 industrial accounts, and approximately 4700 commercial accounts in Northeast-Texas and the Northeastern Oklahoma region. Sanitation Solutions offers a company-wide fleet of 104 collection and transfer vehicles that support our collection operations, three (3) transfer stations, five (5) satellite facilities, and one (1) active landfill disposal site. These resources enable us to

maximize our productivity through efficient routing, pricing, and labor utilization. We provide Polycart services to approximately seventy-five 75% of our Cities in the Northeast-Texas area. We provide solid waste collection to fifty (50+) City's in the immediate area. Therefore, we are very familiar with all aspects for solid waste collection and disposal services in the immediate

area. We recently extended the Hugo, Oklahoma agreement and we acquired the City of Sulphur Springs. In addition, Sanitation Solutions has negotiated the building and permitting of numerous Transfer Stations to haul solid waste from various locations to our Landfill Site in Blossom, Texas. The average driver in our firm has been employed with *Sanitation Solutions* for at least a ten (10) year period of time.

Josh Bray
1580 Cobb Ranch Rd
Paris, Texas 75462
joshbray@suddenlinkmail.com

Personal Born August 4, 1979 in Paris, Texas
Married Beth Wikoff in August 2005

Education

The University of Alabama – Tuscaloosa, Alabama

Bachelor of Science – Finance 2001

Master of Arts – Marketing 2002

Texas Christian University – Ft. Worth, Texas

Ranch Management Program

Experience

B & B Equipment – Paris, Texas

June 1995 – July 1999

Sanitation Services

- Worked extensively at the B & B Landfill in the day to day operations with major emphasis on maintaining high regulatory ratings
- Constructed liners for future use that met TCEQ standards
- Made outside sales calls to help grow the company

Barney Bray Construction Company – Paris, Texas

March 2001 – July 2006

Utility Construction

- Key contact between the cities, engineers, and B. Bray Construction
- Ran the "day to day" operations of the crew

Sanitation Solutions – Paris, Texas

August 2005 - Present

Owner & President

- Provide sales related calls to businesses and cities
- Support System for the entire business with emphasis on operations, customer service, and logistics

Jason Stephens
11117 FM Road 195
Paris, Texas 75462
jasonstephens@suddenlinkmail.com

Personal Born July 16, 1973 in Paris, Texas
Married Angie Beshirs in January 1996
Have two (2) children: Austin – sixteen (16) years old and Mason – 13 years old

Education
Texas A & M University – College Station, Texas

May 1997
Bachelor of Science – Agricultural Business

Experience
B & B Equipment/ Waste Management of Texas - Paris, Texas
Sanitation Services

February 1998 – March 2002

Sales/ Operations Manager

- Handled both the sales and operations duties in fast-growing fast-paced trash company
- Learned all facets of the business from sales representative to route supervisor
- Effectively handled customer service issues and resolved them in a timely manner
- Traveled to other company sites to assist with special projects
- Key contact for twenty (20+) municipal contracts in the Northeast-Texas area
- Operations manager who oversaw the routing, scheduling, and coordination of some twenty-five (25) to (30) employees

United Agri Products –Flower Mound, Texas

March 2002 – August 2004

Environmental and Regulatory Services Manager

- Provided regulatory support and compliance knowledge for agri-chemical distribution facilities in Texas, Oklahoma, and New Mexico
- Established effective training programs for twenty-one (21) distribution warehouses
- Monitored and evaluated environmental compliance in highly regulated industry.

- Designed and coordinated DOT compliance program for all HAZMAT drivers in three states.

B. Bray Construction – Paris, Texas

August 2004 – August 2005

Project Foreman

- Provide managerial support and manual labor for utility construction businesses
- Key contact for guidance from engineering firms on the job site

Sanitation Solutions – Paris, Texas

August 2005 - Present

General Manager

- Provide support to the sales department, customer service, operational responsibilities, and other managerial duties

Woodie Joe Brantley
921 Clear Creek Drive
Mesquite, Texas 75181
wb@suddenlinkmail.com

Personal Born June 23, 1952 in Dallas, Texas
Married to Myrna Chavez Brantley in August of 2015
Have six (6) children: All grown and gone

Education
West Texas State University – Canyon, Texas
August 1969 – June 1971
Did not obtain my degree – Sociology

Experience
Waste Management of Dallas – Dallas, Texas
Sanitation Services
June 1975 – July 1998
Driver/ Operations Supervisor

- Started off my career in solid waste collection as a Roll Off Driver
- Learned all facets of the collection business in approximately a two (2) year period of time
- Entered a manager's trainee program to prepare me for an operational supervisors position
- Began to travel around the country re-structuring operational departments for the company
- Accepted a sales representative position and was soon promoted to the Marketing Division where I remained until I left the company in October of 1998

Republic Waste Services – Arlington, Texas
August 1998 – March 2011
Marketing Manager for the Northeast-Texas Division

- Handled both sales and marketing duties in a fast-growing fast-paced trash company
- Key contact for fifteen (15) municipal contracts in the Northeast-Texas area
- Traveled to other company sites to assist with costing-analysis on various RFP submittal packets
- Effectively handled customer service issues and resolved them in a timely manner

Waste Management of Dallas – Ferris, Texas

June 2011 – March 2013

Residential Site Supervisor

- Operations Supervisor who oversaw the routing, scheduling, and coordination of some forty (40) employees

Sanitation Solutions – Paris, Texas

April 2013 - to Present

Marketing Manager for the Northeast-Texas Division

- Provide support to the sales department, customer service, operational responsibilities, and other managerial duties
- Handle both sales and marketing duties in a fast-growing fast paced trash company
- Key contact for fifty (50+) municipal contracts in the Northeast-Texas area
- Effectively handled customer service issues and resolved them in a timely manner

Layton (Bucky) Covey
361 County Road #45800
Blossom, Texas 75416
buckycovey@suddenlinkmail.com

Personal Born January 3, 1964 in Honolulu, Hawaii
Married Pamela Renee Covey in November 2010
Have four (4) children: Kenda 28, Brandon 28, Cody 25, & Alayna 13

Education
Graduated from Paris High School – **Paris, Texas** **May 1982**
Did not attend college or receive a degree

Experience

Waste Management of Texas - Paris, Texas
Sanitation Services
July 1999 – September 2009

Roll-off Driver/ Operations Manager

- Started out his career as a Roll-off driver and was soon promoted to a Route Manager's position.
- Learned all facets of the Route Managers position through a supervisory training program and was soon promoted from there to a Maintenance Manager's position.
- Effectively handles both positions of Route Manager and Maintenance Manager Duties in a fast-paced trash company.
- Travels to other Satellite Sites to assist with special projects such as Supervisory Training & Assistance, House Demolition, Street Sweeping, and resolves unforeseen issues in a timely manner.

Sanitation Solutions – Paris, Texas
October 2009 – Present

Site Manager/ Maintenance Manager

- Oversees the routing, scheduling, and coordination of four (4) Satellite Sites and manages one-hundred and forty five (145) employees.
- Establishes active training programs for all of our employees and follows through on the upkeep and maintenance for the facility.
- Monitors, evaluates, and executes employee's administrative and organizational skills for ensuring that all maintenance activities are seamlessly completed.
- Designed and coordinated DOT compliance programs for all HAZMAT drivers in Northeast-Texas area.

Maintenance Manager Job Profile

The position of a Maintenance Manager is of great significance in any organization as they are responsible for upkeep and maintenance of a facility. Individuals in such roles are required to execute dual roles in administrative and organizational skills for ensuring that all employee maintenance activities are accounted for and done in a satisfactory manner. Maintenance Managers are largely accountable for upholding the quality and the standards of the organization and Mr. Covey performed by duties admirably.

Colin Spencer
1096 County Road 15100
Blossom, Texas 75416
colinspencer26@gmail.com

Personal Born July 29, 1994 in Dallas, Texas
Single
No children

Education
**Graduated from Woodrow Wilson High School –
Dallas, Texas - May 2012**
Graduated from the University of Kansas – May 2016

Experience
Sanitation Solutions, Inc. - Paris, Texas
Landfill Manager

August 2017 – Present

Landfill Manager

- Started out his career as an Interim Landfill Manager
- Learned all facets of the disposal sites position through hands-on participation, attending trainee classes, obtaining operating license
- Effectively handles the position for developing and maintaining labor relations with employees.
- Monitors the operation of the landfill and prepares environmental compliance reports for the TCEQ.
- Administers the Landfill Budget, approves purchases and Payments related to Landfill operations.

Tiffany Williams
1345 S.E. 18th Street
Paris, Texas 75462
tiffanywilliams@suddenlinkmail.com

Personal Born July 22, 1976 in Michigan
Single
Has three (3) children: Jordan twenty-one (21) years old, Daylon nineteen (19) years old, and Asja Thirteen (13) years old.

Education
Chisum High School – Dallas, Texas
August 1993 – May 1994
Did not obtain a college degree

Experience
Xerox Data Processor – Paris, Texas
Computer Services
February 2004 – February 2014
Operations Specialist

- Communicate with customers about service issues on an as needed basis
- Create, distribute, and close out customer tickets on a daily basis
- Communicate with supervisors and managers about operations and dispatch issues
- Communicate with customers about service issues on an as needed basis
- Assist with special projects related to operational issues
- Manage a variety of tasks, such as procurement, time and attendance, and manage contract labor

Jeri Lynn Golden
635 Beaver Creek
Powderly, Texas 75473
jgolden@att.net

Personal Born in Paris, Texas in 1952
Married to Greg Golden in July of 1983
Has two (2) children: - Who are grown and gone

Education
BMI School of Business – Longview, Texas
August 1983

Mrs. Jeri Lynn Golden joined our Sanitation Solutions team in June 2011 after retiring from Kimberly- Clark Corporation in June of 2009. She brings with her twenty-five (25) years of experience at buying, accounting, and managing service contracts. Currently, she manages our accounts payable, accounts receivable, and our payroll department.

Experience
Kimberly –Clark Corporation – Paris, Texas
June 1984 – June 2009

Buying & Purchasing Specialist

- Verify approval on all invoices
- Coding Invoices
- Prepare and process checks for company
- Able to process and enter invoices
- Reconciles vendor statements

Sanitation Solutions – Paris, Texas
June 2011 – Until Present
Employee Benefits Coordinator, Accounts Payable, Accounts Receivable, Employee Payroll, and Billing

- Update and maintain vendor database
- Able to process and enter 200-300 invoices per week
- Audits and verifies expense reports
- Reconciles customers billing statements
- Ability to process and follow-up on rush items
- Maintains account payable files
- Special projects as assigned

Skills and Additional attributes:

- 1. Extremely organized**
- 2. Excellent people skills**
- 3. Trainer of systems and Internal Control Procedures**
- 4. Ability to prioritize and to multi-task**
- 5. Ability to handle confidential information in a discreet, professional manner**
- 6. Eye for detail, accuracy is imperative**

GUARANTEE TO PROVIDE SERVICE

Sanitation Solutions has provided a guaranteed tipping price for the term of the agreement for one price per ton of material for the entire length of the agreement, another vendor will haul it to our disposal site.

Customer Satisfaction Program

Customer Service Center

The Sanitation Solutions Customer Service Center is located at 1806 South Church Street in Paris, Texas 75460. It is comprised of a group of skilled customer care representatives that are trained in superior customer handling. Our Customer Service Representatives (CSR'S) are empowered to respond to customer needs and requests with a goal of first call resolution. Each of our CSR's calls are monitored weekly and one-on-one feedback sessions are conducted between the CSR and their supervisor.



Our customer service center is staffed with five (5) Customer Service Representatives, two (2) Customer Engagement Representatives, and one (1) Call Center Manager. Each member of our team has received special training geared to provide every customer with first-class, professional service through our customer service center. Our customer service center can be accessed by calling 903-784-0124 or by sending an email to daviddunn1@suddenlinkmail.com.

For calls received after the close of business, an answering service records all inquiries. These calls are quickly followed up on the next morning. All calls into the center are logged. These calls are reviewed and analyzed by customer service managers daily, with all results and resolutions recorded and tracked. These logs are available to staff for review at any time.

All collection trucks are equipped with cellular phones to ensure constant communication with the drivers by customer service, operations supervisors, and dispatch personnel. This expedites all customer service requests and allows customer service representatives to contact the driver during the time of the call, obtain the information needed, and provide an answer to the customer before they hang up the phone. Hours of Operation: Monday through Friday from 7:30am until 5:00pm CST and Saturday's from 8:00am until 12:00pm CST.

Customer Billing Policy

Sanitation Solutions will invoice on the 1st of each month for the yardage received from the previous month.

References

Sanitation Solutions is pleased to provide the following references for your review, Highlighting the depth of our capabilities. Our team of experts is committed to delivering quality services and ensuring customer satisfaction in an efficient, streamlined, and effective manner. Though small in size, Sanitation Solutions tailors its services to meet the needs of each customer group and to ensure consistent, superior service.

City and House Counts	Contact	Services	Dates of Service	Collection Days
Alba (202)	Mrs. Lindy McCarty 145 S. Broadway 903-765-2396	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Wednesday Only
Avery (190)	Mrs. Kathryne Porter Texas @ S. Austin Street 903-684-3825	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Tuesday Only
Bells (499)	Mrs. Joanna Duevel 203 S. Broadway 903-965-7744	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Wednesday Only
Blue Ridge (387)	Mrs. Edie Sims 200 S. Main Street 972-752- 5791	Commercial, Industrial, Residential, Brush & Bulky Collect	8/1/2018	Friday's Only
Bogata (455)	Mrs. Kay Neading 128 N. Main St. 903-632-5315	Commercial, Industrial, Residential, Brush & Bulky Collect	3/1/2013	Monday Only
Blossom (598)	Mrs. Stacy Prestridge 1240 W. Front 903-982-5900	Commercial, Industrial, Residential, Brush & Bulky Collect	5/1/2011	Friday's Only
Bonham (2600)	Mrs. Kelly Baker 514 Chestnut St. 903-583-7555	Commercial, Industrial, Residential, Brush & Bulky Collect	4/1/2007	Monday & Thursday
Canton (1285)	Mrs. Debra Johnson 290 E. Tyler St. 903-567-1841	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2009	Monday & Friday
Celeste (348)	Mrs. Jenoa Lipsey 201 N. US Highway 69 903-568-4512	Commercial, Industrial, Residential, Brush & Bulky Collect	1/1/2011	Wednesday Only
Chandler (1003)	Mrs. Shirley Parmer 811 Hwy 31 East 903-849-6853	Commercial, Industrial, Residential, Brush & Bulky Collect	5/1/2007	Tuesday & Friday
Clarksville (1213)	Mrs. Penny Hobbs 800 W. Main St. 903-427-3834	Commercial, Industrial, Residential, Brush & Bulky Collect	6/1/2010	Tuesday Only
Como (572)	Mrs. Sue Jones 104 Mills Street 903-488-3434	Commercial, Industrial, Residential, Brush & Bulky Collect	11/1/2011	Wednesday Only
Cooper (727)	Mrs. Emily Howse 91 N. Side Square 903-395-2217	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Tuesday Only
Deport (198)	Mrs. Jackie Dangerfield 201 N. Main St. 903-652-3875	Commercial, Industrial, Residential, Brush & Bulky Collect	11/1/2013	Wednesday Only

Dodd City (160)	Mrs. Cheryl Braden 304 S. Caney Road 903-583-7710	Commercial, Industrial, Residential, Brush & Bulky Collect	7/1/2009	Thursday Only
East Mountain (500)	Mrs. Robin R. Gray 103 Municipal Drive 903-297- 6041	Residential, Brush & Bulky Collection	7/1/2018	Monday Only
Ector (291)	Mrs. Nelba Baker 206 N. Main St. 903-961-2495	Commercial, Industrial, Residential, Brush & Bulky Collect	11/1/2007	Monday Only
Farmersville (1290)	Mrs. Paula Jackson 205 S. Main Street 972-782- 6151	Commercial, Industrial, Residential, Brush & Bulky Collect	10/1/2016	Mon. & Thursday
Gilmer (1575)	Mr. Jeff Ellington 110 Buffalo St. 903-843-2552	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2006	Tuesday & Friday
Grand Saline (1028)	Mr. Rex White 132 E. Frank St. 903-962-3122	Commercial, Industrial, Residential, Brush & Bulky Collect	6/25/2007	Tuesday Only
Hallsville (1176)	Mrs. Judy Adkisson 115 W. Main St. 903-668-2313	Commercial, Industrial, Residential, Brush & Bulky Collect	10/1/2010	Wednesday Only
Hide-A-Way (1669)	Mrs. Judy McCrory 101 B. Hideaway Lane 903-668-2313	Commercial, Industrial, Residential, Brush & Bulky Collect	1/1/2010	Monday Only
Honey Grove (644)	Mrs. Jaci Garner 633 N. 6th Street 903-378-3033	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Friday's Only
Hugo, Okla (2112)	Mr. David Rawis 14669 Fitzgerald Ave N 580-326-2344	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Monday & Thursday
Ladonia (281)	Mrs. Debbie 100 Center Plaza 903-367-7011	Commercial, Industrial, Residential, Brush & Bulky Collect	1/1/2013	Friday's Only
Leonard (742)	Beth Woodson 111 W. Collin 903-367-7011	Commercial, Industrial, Residential, Brush & Bulky Collect	3/1/2009	Monday Only
Linden (772)	Mr. Robbie Hood 102 S. Main St. 903-367-7011	Commercial, Industrial, Residential, Brush & Bulky Collect	5/1/2011	Monday & Thursday
Lone Oak (298)	Mrs. Kathey Voss 115 Town Square 903-662-5116	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Wednesday Only
Lone Star (594)	Mrs. Devon Whatley 200 W. Industrial 903-656-2311	Commercial, Industrial, Residential, Brush & Bulky Collect	2/1/2009	Tuesday Only
Mt. Vernon (961)	Mrs. Tina Rose 109 N. Kaufman 903-537-2252	Commercial, Industrial, Residential, Brush & Bulky Collect	4/11/2013	Wednesday Only
Maud (505)	Mrs. Pollyanna Moore 135 Main St. 903-585-2294	Commercial, Industrial, Residential, Brush & Bulky Collect	10/1/2011	Tuesday Only
Ore City (421)	Mrs. Gail Weir 302 E. Main Street 903-968-2511	Commercial, Industrial, Residential, Brush & Bulky Collect	1/1/2009	Friday's Only

Pecan Gap (90)	Mrs. Neida Campbell P.O. Box 37 903-395-6484	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Friday's Only
Pittsburg (1515)	Mrs. Margaret Jackson 200 Rusk St. 903-856-3621	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Monday & Thursday
Queen City (581)	Mrs. Vickie Ray 601 Loop 236 903-796-7986	Commercial, Industrial, Residential, Brush & Bulky Collect	9/1/2008	Tuesday & Wednesday
Quinlan (511)	Mr. John Adel 105 W. Main St. 903-356-3306	Commercial, Industrial, Residential, Brush & Bulky Collect	11/1/2011	Wednesday Only
Reno (1263)	Mrs. Cara Hubbard 160 Blackburn St. 903-785-6581	Commercial, Industrial, Residential, Brush & Bulky Collect	5/1/2008	Thursday & Friday
Roxton (248)	Mrs. Janet Wheeler 105 Pecan St. 903-346-3535	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2007	Friday's Only
Royse City (3158)	Mr. Carl Aisabrook 305 N. Arch St. 903-524-4825	Commercial, Industrial, Residential, Brush & Bulky Collect	11/1/2009	Thursday & Friday
Savoy (283)	Mrs. Melissa Rickman P.O. Box 176 903-965-7706	Commercial, Industrial, Residential, Brush & Bulky Collect	5/1/2008	Thursday Only
Sulphur Spgs. (5100)	Mrs. Kathie Steele 125 South Davis St. 903-885-7541	Commercial, Industrial, Residential, Brush & Bulky Collect	1/1/2016	Mon - Thur Tues - Fri
Talco (199)	Mrs. Jackie Moore 400 W. Broad St. 903-379-3731	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Thursday Only
Toco (25)	Mrs. Kim Hanley 2105 Chestnut Dr. 903-785-1211	Commercial, Industrial, Residential, Brush & Bulky Collect	1/1/2011	Friday's Only
Upper Sabine (RO/ ACCT)	Mr. Jerry Motley P.O. Box 1499 903-330- 6445	Roll-off Account Only	10/1/2016	Daily Collection
Van (1184)	Mrs. Brenda Clemmons 189 S. Maple St. 903-963-7216	Commercial, Industrial, Residential, Brush & Bulky Collect	11/1/2007	Wednesday Only
West Tawakoni (725)	Mrs. Susan Roberts 1533 E. State Hwy 276 903-447-2285	Commercial, Industrial, Residential, Brush & Bulky Collect	10/1/2010	Wednesday Only
Whitewright (750)	Mrs. Gwyn Jordan 206 West Grand Street 903-364-2219	Commercial, Industrial, Residential, Brush & Bulky Collect	1/1/2015	Friday's Only
Wolfe City (650)	Mrs. Sondra LaFavers 101 Main Street 903-496-2251	Commercial, Industrial, Residential, Brush & Bulky Collect	10/1/2014	Thursday Only
Windom (0)	Mr. Donny Cobb 510 Maple Street 903-623-3425	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Friday's Only
Winfield (173)	Mr. Marla White 107 Cleveland St. 903-524-2020	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2012	Wednesday Only

Winnsboro (1199)	Mrs. Shelly Griffin 501 S. Main St. 903-342-3654	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Tuesday & Friday
Wills Point (1197)	Mrs. Carla Oldacre 120 N. 5th Street 903-873-2578	Commercial, Industrial, Residential, Brush & Bulky Collect	10/1/2013	Tuesday Only
Yantis (205)	Mrs. Tonya Norris 103 City Circle Road 903-383-2610	Commercial, Industrial, Residential, Brush & Bulky Collect	12/1/2013	Friday's Only

RICING SHEET
BLOSSOM PRAIRIE LANDFILL SITE

ALL RATES ARE QUOTED BASED UPON DELIVERY TO PECAN PRAIRIE LANDFILL

COST BASIS:	DISPOSAL CHARGE:
PER TON COMPACTED –	\$16.00
PER TON UNCOMPACTED –	\$16.00
PER TON SLUDGE – With TCEQ Approval	\$20.00
PER TON (TIRES) – Tires must be Quartered & Manifested	\$20.00
PER TON (STREET SWEEPING) –	\$16.00

CITIZENS USE:

Will the Landfill Site allow citizens
Of Texarkana to utilize the facility
On an individual basis?

NO

(Citizens would need to use the Transfer Station instead of a Disposal Site for Safety and efficiency reasons)

If yes, what are the proposed charges?

- | | |
|--|-------------------|
| 1. (MSW) IN PICKUPS, AUTOS, ETC.
LESS THAN 500 LBS. | \$ per cubic yard |
| 2. TRAILERS, LARGE TRUCKS, TRACTOR TRAILERS | \$ per cubic yard |
| 3. PRICE WHEN SCALES ARE NOT AVAILABLE | \$ per cubic yard |

Note – All rates are to be negotiated with the Transfer Station Operator

Form 1. Proposer's Statement of Organization

1. Full Name of Proposer's Business:

Sanitation Solutions Inc.

2. Proposer's Principal Business Address:

1806 South Church
PARKS TX 75461
903-784-0124

3. Name, phone number, and e-mail address of Proposer's contact person:

Woodie Brantley 214-448-1041
wb@suddenlink-mail.com

4. Form of Proposer's Business (e.g., Corporation, Partnership, Joint Venture, Other):

Sanitation Solutions Incorporated

5. Provide names of partners (if any) and officers. (Attach and refer to an additional page if needed.)

Name	Address	Title
Single ownership		
Josh Bradley	903-517-1268	President

6. If Proposer is a corporation, identify the state where the Proposer was incorporated and the date of incorporation:

State of Texas January 1, 2010

7. If the Proposer is a foreign corporation, please identify:

(a) The date of registration with the Texas Secretary of State

NONE

(b) The name of the Proposer's Registered Agent

NONE

(c) The address of the Proposer's Registered Agent

NONE

Form 1. Proposer's Statement of Organization
(Continued)

8. If the Proposer is a corporation, provide the names and addresses of the Proposer's President, Vice President, and Treasurer. If the Proposer is a limited liability company, provide the name(s) and address(es) of the manager or managing members.

Single ownership of All stock
Josh Bracy
1806 South Church
Paris TX 75461

9. If the Proposer is a Joint Venture or Partnership, identify the date of the joint venture/partnership agreement:

NONE

10. Provide the Proposer's Federal Employer Identification Number:

27-3821377

11. How many years has the Proposer been in business under its present name?

13 years

12. If the Proposer is operating under a fictitious name, submit evidence of compliance with the Texas Business & Commerce Code.

N/A

13. Has the Proposer ever been debarred or suspended from doing business with any government entity? If the answer is yes, please describe and explain the reasons for the debarment or suspension in Chapter 4 (Experience) of your Proposal.

NO

REQUEST FOR PROPOSAL
WASTE DISPOSAL SERVICES
CITY OF TEXARKANA, ARKANSAS



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INTRODUCTION

The City of Texarkana is requesting proposals for a service provider for solid waste disposal services. Service provider shall have expertise in the operation and management of landfills and/or transfer stations. The waste to be delivered to the facility will be collected and transported by contracted solid waste haulers. The City delivers approximately 21,000 tons of solid waste (trash and street sweepings) on an annual basis.

The term of the contract will be five years, with three additional one-year contract extensions at the City's option.

PROPOSAL SUBMISSION

Eight (8) hard copies of the proposal, inclusive of all requested information and supporting documents, shall be submitted to the City Manager. Proposals shall be received until 3:00 P.M. on March 15, 2019, at which time the proposal shall be opened publicly at the office of the City Manager. Proposers are invited to be present at the RFP opening.

Proposals received after the hour specified will not be considered.

PRE-PROPOSAL CONFERENCE

A pre-proposal meeting will be held on March 8, 2019 at 10:00 A.M.

PROPOSER'S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

INSURANCE

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with copies of permits, any related insurance certificates of adequate limits, as later indicated, to protect the City of Texarkana, its agents, and employees, from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKERS' COMPENSATION, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and

discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and hold harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Texarkana as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,00,000 per occurrence and \$2,000,000 aggregate.

Workmen's Compensation insurance covering all employees of contractor engaged in the execution of landfill operations.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Texarkana, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: *City of Texarkana, 216 Walnut Street, Texarkana, AR 71854*. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the State of Arkansas. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Proposer and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City. The Sub-proposer, as approved, shall be bound by the conditions of the contract between the City and the Proposer. The authorization of a Sub-proposer is to perform in accordance with all terms of the contract and Specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Proposer. All directions given to the Sub-proposer in the field shall bind the Proposer as if the notice had been given directly to the Proposer.

RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to the performance of such contract or sub-contract (including, without limitation, all billing records and weight records or tickets). Such books and

records shall be maintained by the proposer for a period of five (5) years following the termination of the contract or sub-contract or, if no termination, the later to occur of the expiration of the initial term or expiration of any extension term(s) exercised by the City; unless a shorter period is otherwise authorized in writing.

DISSEMINATION OF INFORMATION

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

PERMITS/LICENSES

The Proposer shall, at its expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Proposers may revise or withdraw their proposals at any time prior to the due date and time by emailing Tyler Richards, Public Works Director at tyler.richards@txkusa.org or Tracie Lee, Assistant Public Works Director at tracie.lee@txkusa.org. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Texarkana

PROPOSAL REJECTION

The City of Texarkana reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

*******Notice to proposers the City is also considering participating in services offered through the Southwest Arkansas Solid Waste District (SWASWD). As the City is a member of this district a proposal is not required from SWASWD. If the terms and/or services available to the City as a member of the SWASWD are determined to be more beneficial to the citizens of Texarkana the City will reject all proposals submitted through this RFP.*******

EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to terminate the contract.
- B. The City shall have the right to terminate the contract in the event that funds are not budgeted in any calendar year following the year that the contract is initially executed.
- C. The proposer is not adequately complying with the specifications.
- D. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- E. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- F. The proposer refuses to proceed with work when and as directed by the City.
- G. The proposer abandons the work.

SCOPE OF SERVICES

Management of Waste

Disposal and Processing Facility Information:

Proposers shall provide the following information for all disposal and/or processing facilities to be used to provide solid waste disposal services under the Agreement.

- a. Name, location, and description of the facility and the type of material that will be accepted, processed, and/or disposed at the location.
- b. Name of owner and operator of the facility (or facilities), identifying whether the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, or subcontractor.
- c. Contact name and phone number of the site/landfill manager.
- d. Term of the Proposer's contract with the facility (if applicable).
- e. If the facility is owned and operated by the Proposer, provide a guarantee to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their

commitment to provide the processing and/or disposal services proposed and guaranteeing the capacity required over the term of the agreement. If the capacity guaranteed to the City relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the development/expansion plan.

- f. End product for yard trimmings, if accepted, at the disposal/processing facility.
- j. **Description of Customer Service.** Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:
 - i. Description of complaint resolution procedures.
 - ii. Name, title and contact information of Proposer's staff responsible for complaints.
- k. **Description of Customer Billing Policies and Procedures.** Proposer shall describe the policies and procedures to be used for billing, documenting, and reporting disposal services provided to the City.

INFORMATION REQUIRED WITH PROPOSALS

Please provide this information on separate sheets of paper in the order listed:

1. Price per ton for municipal solid waste, trash, and rubbish
 - Rate shall be the same rate applied to all municipal solid waste (*both residential and commercial waste*).
2. Price per ton for tires
3. Price per ton for street sweepings
4. Qualifications and Experience.
 - Demonstrate the experience of the individual, firm or organization in conducting efforts of the nature and scope required by this Request for Proposal. Proposer shall include length of time in the industry as part of description of qualifications and experience.
 - Identify the key personnel to be assigned to render the services required. Provide a list of past experience and all certifications and licenses.
5. Stability.
 - Demonstrate the ability and continuity of both staff and management of the individual, firm or organization.
6. Days and Hours of Operation.

- Holiday Schedule (closed)

COMPENSATION

Proposer shall identify all waste streams accepted at the facility with associated costs. Costs shall be presented in per ton format.

EVALUATION OF PROPOSALS

The City of Texarkana will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Texarkana, price and all other factors considered.

The evaluation will be based upon the following areas:

- a. Completeness of response to the RFP
- b. Relevant experience (permits, certifications and licenses)
- c. Stability of Price
- d. Proximity of the facility to the City of Texarkana
 - i. City expense related to round trip travel time will be considered
 - ii. City prefers to contract with service providers within a 15-90 mile radius of the City of Texarkana if the cost is justifiable.

The Offeror must insure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability, or familial status.

All successful bidders must meet the terms and conditions of:

- The parallel residential and commercial disposal rate requirement of the City.
- Have the capacity to bill the City for residential disposal and bill the haulers for commercial disposal separately.
 - At the current time the City has three solid waste haulers that will be responsible for paying their commercial landfill fees.
 - Richardson Waste, Inc.
 - Edmondson's Trash Service
 - Waste Management

ASSIGNMENT OF KEY STAFF

If a key contact member leaves during the course of the contract, the City must be notified within 30 days of any changes in contact and provide any updated contact information

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee to include the City Manager, Public Works Director, Assistant Public Works Director and other key personnel will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals based on the information provided. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Once the selection committee has evaluated each proposal a recommendation will be submitted to the Solid Waste Committee for final recommendation to the Board of Directors. Failure to comply with any mandatory requirements may disqualify a proposal.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the RFP documents will be made to any bidder orally.

Every request for such interpretation shall be submitted to the Public Works Department and to be given consideration must be sent in prior to 10:00 A. M. on March 8, 2019. Direct inquiries to:

Tyler Richards, Public Works Director or
Tracie Lee, Assistant Public Works Director

City Hall, Public Works Department
216 Walnut Street

Texarkana, AR 71854
FAX - (870) 773-2395

tyler.richards@txkusa.org

tracie.lee@txkusa.org

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued via email to all prospective proposers no later than March 15, 2019.

Additionally, the city prohibits communications initiated by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

NON-COLLUSION AFFIDAVIT
INSTRUCTIONS FOR NON-COLLUSION

AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the State of Arkansas Reporting of Suspected Collusion, ARK. Code Ann. § 19-11-240, 19-11-244; R1 to R2: 19-11-244, governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION
AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/She is _____ of the Proposer that has

(Owner, Partner, Officer, Representative or Agent)
submitted the attached
Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Texarkana or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents, or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Texarkana, which the Proposer will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important and will be relied on by the City of Texarkana in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Texarkana of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary
Public

My Commission Expires:

NON-DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

PROPOSER

TITLE

**PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS TO THE
CITY OF TEXARKANA**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Texarkana (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Name of
Provider

By: __ Authorized Signatory

Title: . President or Vice President

Attest: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2017

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

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

PRODUCER K&S Insurance Agency 2255 Ridge Road, Ste. 333 P. O. Box 277 Rockwall TX 75087		CONTACT NAME: Rebecca Powell PHONE (A/C No. Ext): (972)771-4071 E-MAIL ADDRESS: rpowell@kandsins.com FAX (A/C No.): (972)771-4695	
INSURED Sanitation Solutions, Inc. P.O. Box 6190 Paris TX 75461		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Employers Mutual Casualty Co	NAIC # 21415
		INSURER B: Rockhill Insurance Co.	
		INSURER C: Texas Mutual Insurance Co.	22945
		INSURER D: Nautilus Insurance Co.	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17/18 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	COVR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5D70877	08/18/2017	08/18/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5E70877	08/18/2017	08/18/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FF020778-00	08/18/2017	08/18/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TSF0001215133	08/18/2017	08/18/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Transportation Pollution			SSP201912710	08/18/2016	08/18/2019	Per Occurrence 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE FOR ADDITIONAL INFORMATION

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern

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

AUTHORIZED REPRESENTATIVE

COMMENTS/REMARKS

GENERAL LIABILITY

Additional Insured & Waiver of Subrogation Form # CG7578.3 05/15 applies to the General Liability Policy.

Primary & Non-Contributory Form # CG7650 10/13 applies to General Liability Policy.

AUTOMOBILE

Additional Insured & Waiver of Subrogation Form # CA7450 11/15 applies to the Business Auto Policy.

WORKERS COMPENSATION

Waiver of Subrogation Form #WC420304B applies to the Workers Compensation Policy.

*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS & EXCLUSIONS.

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance.

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN
CONSTRUCTION CONTRACT - PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II - Who Is An Insured is amended to include as an additional insured

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract that such person or organization be added as an additional insured on your policy, and
2. Any other person or organization you are required to add as an additional insured under the contract described in Paragraph 1. above

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by

- a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
- in the performance of:

- a. your ongoing operations for the additional insured, or
- b. "Your work" for the additional insured and included in the "products - completed operations hazard" but only if:
 - (1) A written contract requires you to provide such coverage to such additional insured; and
 - (2) The coverage form to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"

However, the insurance afforded to such additional insured described above

- a. Only applies to the extent permitted by law.
- b. Will not be broader than that which you are required by the contract to provide for such additional insured
- c. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" takes place subsequent to the execution of such written contract, and

d. Only applies while such written contract is in force

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, or
 - b. Supervisory, inspection, architectural, engineering or surveying activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on the behalf of the additional insured

However if a written contract requires you to defend or indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to what is required in such written contract.

3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage form.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance

1. Required by the contract described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

D. The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary.

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that

- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E. All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION – TEXAS

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion a. is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion g.(2) is amended as follows.

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long, and
 - (b) Not being used to carry person(s) or property for a charge.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions j.(3) and (4) is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss

- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply

- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so but we will be entitled to the insured's rights against all those other insurers.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of

- (1) insureds;
- (2) claims made or "suits" brought,
- (3) persons or organizations making claims or bringing "suits"

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs j.(3), j.(4) j.(6) and k. do not apply to use of elevators

This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and Section IV – Commercial General Liability Conditions paragraph 4. Other Insurance.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form

Under Section I - Coverage A, the last paragraph (after the exclusions) is replaced with the following

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

F. MEDICAL PAYMENTS

If Section I - Coverage C. Medical Payments Coverage is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within one year of the accident date is changed to three years.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments - Coverages A and B paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II - Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED - AS REQUIRED BY CONTRACT

1. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply

However, the insurance afforded to such additional insured

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
 - c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, Section II - Who Is An Insured of this policy.
2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring,

employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions

This insurance does not apply to

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality, or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business

With respect to the insurance afforded to these vendors, the following additional exclusions apply

- (1) The insurance afforded any vendor does not apply to

(a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you.

(c) Any physical or chemical change in the product made intentionally by any vendor.

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product.

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land;

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but

only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by

(1) Your acts or omissions, or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, or

(b) Supervisory, inspection, architectural or engineering activities

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other

than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

- j. Any Grantor of Licenses to you but only with respect to their liability as grantor of licenses to you

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises

- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits of Insurance**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance.

- a. Required by the contract or agreement, or
- b. Available under the applicable Limits of Insurance shown in the Declarations

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II - Who is an Insured, paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker"

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any

amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II - Who is an Insured, paragraph 2.a. (1) (d) is amended as follows

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II - Who Is An Insured, paragraph 3.a. is replaced by the following:

- 3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III - Limits of Insurance, paragraph 6. is replaced by the following

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner

N. MEDICAL PAYMENTS - INCREASED LIMITS

Section III - Limits of Insurance, paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of

(a) \$10,000, or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV - Commercial General Liability Conditions paragraph 2. is amended to add the following

1. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual or a limited liability company.
- (2) A partner, if you are a partnership.
- (3) A member or manager if you are a limited liability company.
- (4) An "executive officer" or insurance manager, if you are a corporation or
- (5) A trustee, if you are a trust

2. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to

- (1) You, if you are an individual or a limited liability company,
- (2) A partner, if you are a partnership.
- (3) A member or manager if you are a limited liability company;
- (4) An "executive officer" or insurance manager, if you are a corporation, or
- (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY - ADDITIONAL INSURED EXTENSION

Section IV - Commercial General Liability Conditions paragraph 4. Other Insurance is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance, and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured

However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV - Commercial General Liability Conditions paragraph 6. Representations is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV - Commercial General Liability Condition paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard"

S. MENTAL ANGUISH

Section V - Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.

NON-COLLUSION AFFIDAVIT
INSTRUCTIONS FOR NON-COLLUSION
AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the State of Arkansas Reporting of Suspected Collusion, ARK. Code Ann. § 19-11-240, 19-11-244; R1 to R2: 19-11-244, governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the proposer who is authorized to legally bind the proposer.

Bid/Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval, or submission of the bid.

In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid/proposal" as used in the Affidavit has the meaning commonly associated with that term in the RFP process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any form of proposal submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

NON-COLLUSION
AFFIDAVIT

State of Texas

County of Lamar

Josh Bray, being first duly sworn, deposes and says that:

He/She is President of the Proposer that has

(Owner, Partner, Officer, Representative or Agent)
submitted the attached Proposal;

He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Proposer nor any of its officers; partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal is submitted or to refrain from submitting in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Texarkana or any person interested in the proposed Contract;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and,

Neither the said Proposer nor any of its officers, partners, owners, agents, or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Texarkana, which the Proposer will be required to perform.

I state that Sanitation Solutions Inc. understands
(Name of Firm)

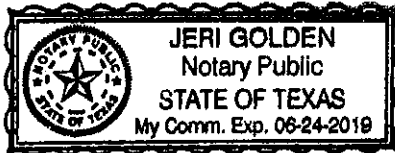
and acknowledges that the above representations are material and important and will be relied on by the City of Texarkana in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Texarkana of the true facts relating to the submission of bids for this Contract.

Josh Bray Pres.
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 13 DAY
OF March, 2019

Jeri Golden
Notary
Public

My Commission Expires: 6-24-19



NON-DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

Josh Bray

Sanitation Solutions Inc
PROPOSER

Pres
TITLE

**PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS TO THE
CITY OF TEXARKANA**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Texarkana (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Sanitation Solutions Inc.
Name of
Provider

By: Authorized Signatory

Title: President or Vice President

Attest:
Josh Bray

Form 6. Non-Collusion Affidavit

State of Texas
County of Tarrant

This affidavit must be executed and notarized by a duly authorized officer or representative of the Proposer.

Josh Bray [Print name of affiant]
being first duly sworn, deposes and says that:

- (1) He/she is Pres [title] of Sanitatio Solutions [name of entity], the Proposer that has submitted the attached proposal in response to the City of Fate's Request for Proposals for the Collection Services (RFP No. 2019-02).
- (2) He/she is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- (3) Such proposal is genuine and is not a collusive or sham proposal. This proposal is made without any connection or common interest in the profits of any other person making any other proposal for the services required under the RFP. The proposal is in all respects fair and without collusion or fraud.
- (4) Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the RFP for which the attached proposal has been submitted or to refrain from submitting a proposal in connection with such RFP, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to secure through any unlawful agreement, any advantage against the City of Fate or any person interested in the proposed RFP.
- (5) No head of any department, or employee or officer of the City of Fate, is directly or indirectly interested in this proposal. If the Proposer's owners, partners, officers or employees have any relatives that are employed by the City, indicate the relative's names and relationship below.
Name: n/a Relationship: n/a

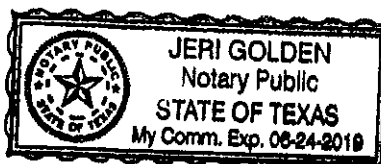
Name: _____ Relationship: _____

(Name) Josh Bray
(Title) Pres

Subscribed and sworn to before me this 13 day of March, 2019.

Jeri Sold
Notary Public

My commission expires 6-24-19



Form 11. Certification of Cost

(CONTINUED)

Dated this 13 day of March, 2019.

Sanitation Solutions
Name of Proposer

Josh Bray
Signature of President/Partner/Owner/Manager

Josh Bray
Printed Name of President/Partner/Owner/Manager and Title

Jeri Golden
Signature of Secretary

Jeri Golden
Printed Name of Secretary

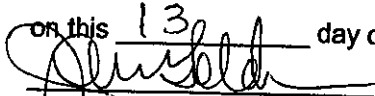
The Proposer is an individual: _____; Partnership: _____; Corporation: _____;
Limited Liability Corporation _____; or other business entity: _____; and is
authorized to do business in the State of Texas.

Witness my hand and official notary seal/stamp on March 13, 2019 the day and year written
above.

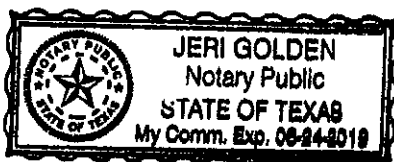
STATE OF Texas)
COUNTY OF Lamar) SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally
appeared Josh Bray (name) as Pres (title), of
Sanitation Solutions Inc. (Proposer), an organization authorized
to do business in the State of Texas, and acknowledged and executed the foregoing document as the proper
official of Sanitation Solutions Inc. (Proposer) for the use and purposes mentioned in it
and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.
He/she is personally known to me or has produced DL as identification.

Form 11. Certification of Cost
(CONTINUED)

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid
on this 13 day of March, 2019.

NOTARY PUBLIC

My Commission Expires:
6-24-19



Signature Instructions:

If the Proposer is a CORPORATION, the name of the corporation must be listed, in full, and both the President and Secretary must sign the form, OR if one signature is permitted by the corporation's by-laws, a copy of the by-laws must be furnished to the City as part of the proposal.

If the Proposer is a LIMITED LIABILITY CORPORATION, the name of the limited liability corporation must be listed in full, and the Manager or Managing Members must sign the form.

If the Proposer is a PARTNERSHIP, the full name of each partner should be listed, followed by the name that the Proposer is doing business as. Any partner may sign the form.

If the Proposer is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should be provided and any name that the Proposer is doing business as.

If the Proposer is operating as any other type of business entity, the name(s) of the Proposer's authorized representative(s) must be listed, and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the Proposer must be furnished to the City as part of the proposal.

Form 6. Non-Collusion Affidavit

State of Tx

County of Lamar

This affidavit must be executed and notarized by a duly authorized officer or representative of the Proposer.

Josh Bray [Print name of affiant]
being first duly sworn, deposes and says that:

- (1) He/she is Josh Bray [title] of Pres of Sanitation Solutions Inc. [name of entity], the Proposer that has submitted the attached proposal in response to the City of Fate's Request for Proposals for the Collection Services (RFP No. 2019-02).
- (2) He/she is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- (3) Such proposal is genuine and is not a collusive or sham proposal. This proposal is made without any connection or common interest in the profits of any other person making any other proposal for the services required under the RFP. The proposal is in all respects fair and without collusion or fraud.
- (4) Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the RFP for which the attached proposal has been submitted or to refrain from submitting a proposal in connection with such RFP, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to secure through any unlawful agreement, any advantage against the City of Fate or any person interested in the proposed RFP.
- (5) No head of any department, or employee or officer of the City of Fate, Texarkana, Arkansas is directly or indirectly interested in this proposal. If the Proposer's owners, partners, officers or employees have any relatives that are employed by the City, indicate the relative's names and relationship below.

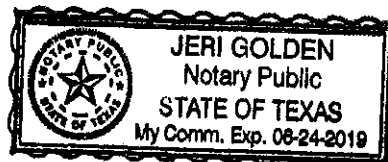
Name: NA Relationship: NA
 Name: NA Relationship: NA

(Name) Josh Bray
 (Title) Pres

Subscribed and sworn to before me this 13 day of March, 2019.

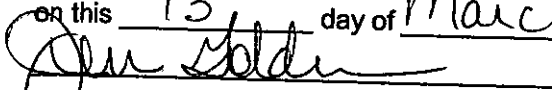
Jeri Golden
Notary Public

My commission expires 6-24-19

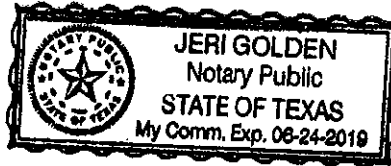


**Form 11. Certification of Cost
(CONTINUED)**

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid
on this 13 day of March, 2019.


NOTARY PUBLIC

My Commission Expires:



Signature Instructions:

If the Proposer is a CORPORATION, the name of the corporation must be listed, in full, and both the President and Secretary must sign the form, OR if one signature is permitted by the corporation's by-laws, a copy of the by-laws must be furnished to the City as part of the proposal.

If the Proposer is a LIMITED LIABILITY CORPORATION, the name of the limited liability corporation must be listed in full, and the Manager or Managing Members must sign the form.

If the Proposer is a PARTNERSHIP, the full name of each partner should be listed, followed by the name that the Proposer is doing business as. Any partner may sign the form.

If the Proposer is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should be provided and any name that the Proposer is doing business as.

If the Proposer is operating as any other type of business entity, the name(s) of the Proposer's authorized representative(s) must be listed, and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the Proposer must be furnished to the City as part of the proposal.



Form 11. Certification of Cost

(CONTINUED)

Dated this 13 day of March, 2019.

Sanitation Solutions Inc
Name of Proposer

[Signature]
Signature of President/Partner/Owner/Manager

Josh Bray
Printed Name of President/Partner/Owner/Manager and Title

[Signature]
Signature of Secretary

Jeri Golden
Printed Name of Secretary

The Proposer is an individual: _____; Partnership: _____; Corporation: _____;
Limited Liability Corporation _____; or other business entity: _____; and is
authorized to do business in the State of Texas.

Witness my hand and official notary seal/stamp on March 13, 2019 the day and year written
above.

STATE OF Texas)
COUNTY OF Lamar) SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally
appeared Josh Bray (name) as Pres (title), of
Sanitation Solutions Inc. (Proposer), an organization authorized
to do business in the State of Texas, and acknowledged and executed the foregoing document as the proper
official of Sanitation Solutions Inc. (Proposer) for the use and purposes mentioned in it
and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.
He/she is personally known to me or has produced DL as identification.

Equal Opportunity Employer

Sanitation Solutions is an equal opportunity employer and is committed to an environment free from discrimination. It is the policy of the Company and the responsibility of every Sanitation Solutions employee to treat our colleagues fairly, and with dignity and respect. We will provide equal employment opportunity for all persons by placing the most qualified person in each job, without regard to race, color, sex, sexual orientation, gender identity, religion, marital status, age, national origin, disability, veteran status, citizenship status, or other protected group status as defined by applicable federal, state, or local laws. This policy applies to, but is not limited to, hiring, placement, promotion, demotion, transfer, recall, recruitment, recruitment advertising, lay-off or termination, rate of pay or other forms of compensation, selection for training, and all other terms and conditions of employment. We will not tolerate discrimination of any kind.

SANITATION SOLUTIONS

March 15, 2019

City of Texarkana
Mr. Tyler Richards
216 Walnut Street
P.O. Box 1967
Texarkana, Arkansas 71854
Telephone: 903-798-3900

Ref: Financial Statement Response

Mr. Richards,

Sanitation Solutions is submitting a letter of reference from the bank in lieu of providing financials for the company. Sanitation Solutions is a corporation with all stock held by one owner. Attached is a letter of good standings from our bank.

Financials will be presented to staff should they be needed to make a recommendation to the council. The public information act would make these financials available to everyone should they be presented.

Sincerely,

Josh Bray
President of Sanitation Solutions
Mobile - 903-517-6268

Guaranty **Bank & Trust**

March 15, 2019

The City of Texarkana

RE: Sanitation Solutions, Inc.

To Whom It May Concern:

Please accept this letter as our bank reference on the above mentioned customer, Sanitation Solutions, Inc.

Sanitation Solutions, Inc. has been a customer of the Guaranty Bank & Trust, N.A. for a number of years. All accounts and loans have been handled in an excellent manner. They also have the financial strength to purchase equipment and perform work throughout all Northeast-Texas markets. Sanitation Solutions, Inc. is a valued member of the Guaranty family.

If you should need further information, please do not hesitate to contact me at (903) 784-4100.

Sincerely,

GUARANTY BANK & TRUST, N.A.

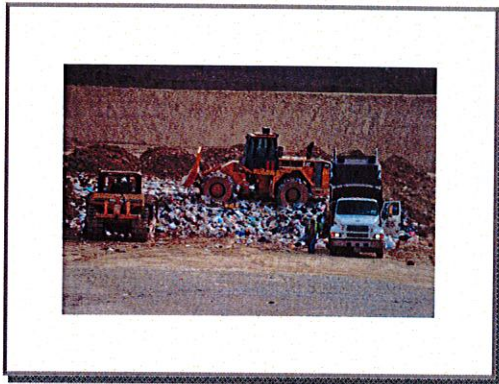
Jeff Nutt
President – Paris Division



3250 Lamar Avenue . Paris, Texas 75460 . Phone (903) 784-4100
www.gnty.com
Member FDIC

Disposal and Processing Sites

Sanitation Solutions of Northeast-Texas currently owns and operates one of four (4) Municipal Solid Waste Facilities in the Northeast-Texas Area. The Bray family has many years of experience in the Landfill industry and has actually owned and operated two (2) disposal sites in the Northeast-Texas area. The first Disposal Site was named B & B Landfill which was sold to Waste Management in July 1999.



Our primary source for disposal in the Northeast-Texas area will be the Pecan Prairie Landfill Site, which is located at 1096 County Road 15100, in Blossom, Texas 75416. It is a permanent disposal site in Blossom, Texas, which is open daily from 6:30AM to 4:30PM and accepts commercial waste, household waste, municipal waste, grass clippings & brush, appliances, furniture, and electronics. It is a large on-going and developing site, which happens to be well-planned and operated to last for many years, or as long as the Northeast-Texas area needs disposal space.

Our current disposal site was permitted and opened on the date of October 14, 2010. The name of that Disposal Site is the Blossom Prairie Landfill which is located approximately eleven (11) miles east of Paris, Texas and it was permitted through TCEQ under permit # 2358. This is a 640 acre Type 1 Municipal Solid Waste Facility that has a projected lifespan in excess of 100+ years.

Both disposal sites shown in the first paragraph are managed and operated by Mr. Colin Spencer, who is committed to operating an accessible, efficient, and environmentally sound disposal site to all interested parties.



CITY OF TEXARKANA ARKANSAS

OFFICE OF THE CITY MANAGER

216 WALNUT ST., TEXARKANA, ARKANSAS 71854-6024

P.O. BOX 2711, TEXARKANA, ARKANSAS 75504-2711

PHONE (870) 779-4952 – FAX (870) 774-3170

March 21, 2019

Solid Waste Committee Members

RE: Request for Proposals for Waste Disposal Services

Dear Committee Members,

As you are aware the City's landfill contract with Waste Management will expire on April 30th. Due to this the City advertised for request for proposals (RFP) for solid waste disposal services on March 3, 2019. A pre-proposal meeting was held on March 8th at 10:00 a.m. to answer any questions proposers may have regarding the RFP. The deadline to submit proposals was March 15, 2019 by 3:00 p.m.

Three proposals were submitted from Sanitation Solutions Inc., Waste Management of Texas, Inc. and Waste Corporation of Arkansas, LLC. The below rates were provided.

- Sanitation Solutions Inc. – \$16.00 a ton for the duration of the five-year contract inclusive of fuel surcharges.
- Waste Management of Texas, Inc. – Option I: \$35.50 a ton for the duration of the five-year contract inclusive of fuel surcharges. Option II: \$33.50 a ton with a \$1.00 increase annually.
- Waste Corporation of Arkansas, LLC - \$25.00 a ton inclusive of fuel surcharges with a 2% increase annually.

First staff evaluated the proposals based on the requirements of the RFP and the rate. Then staff performed a cost benefit analysis taking into consideration the distance the haulers would have to travel. Lastly staff performed a cost saving analysis for the City based on all rates proposed.

With Sanitation Solutions Inc. providing the lowest rate City staff contacted several of the references provided in their proposal. Every entity contacted was either satisfied or very satisfied with their services. When asked to rate the company on a scale of 1-10 the ratings range from 8-10.

Staff also contacted South West Arkansas Planning and Development District to make sure the City would not be violating any terms of agreement with the district as it relates to the distance of the new proposed landfill. Blake Harrell with SWAPDD stated there would be no issue as the rate would benefit the citizens of Texarkana.

Based on the results staff is recommending the landfill contract be awarded to Sanitation Solutions as the new rate will save the City approximately \$1,070,271.74 during the life of the contract when compared to the new rates quoted from Waste Management as they are the City's current provider.

Sincerely,

Dr. Kenny Haskin
City Manager



CONTRACT FOR SOLID WASTE DISPOSAL SERVICES-LANDFILL
FOR THE CITY OF TEXARKANA, ARKANSAS

CONTRACT FOR WASTE DISPOSAL SERVICES LANDFILL

Whereas SANITATION SOLUTIONS, INC., and Texas corporation, acting by and through its President/Owner, hereinafter called "Sanitation Solutions," and the City of Texarkana, Arkansas, acting by and through the duly authorized City Manager of said City, hereinafter called the "City," desire to enter into a Solid Waste Disposal Service Agreement (hereinafter called the "Contract"), and

Whereas the City is granted the authority to Contract, using competitive procurement methods, for the provision of solid waste disposal services pursuant to Arkansas Code Annotated 14-58-105, City's Garbage Ordinance found in Chapter 22 of the City's Code of Ordinances, and/or other applicable law, and

Whereas the City requested proposals for such services and after advertisement, proposals were received and evaluated: and

Whereas, on _____ the City Board of Directors in Resolution # _____, deemed it to be in the interest of the citizens of Texarkana, Arkansas that the proposal submitted by Sanitations Solutions be accepted:

NOW, THEREFORE, for and in consideration of the premises and agreements herein contained and other good and valuable consideration the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agrees as follows:

Article 1. Ordinance Authority

This Contract is made pursuant to City's Garbage Ordinance found in Chapter 22 of the City's Code of Ordinances. All words and phrases contained herein shall be defined in accordance with said Ordinance except those words and phrases specifically defined in this Contract. All words and phrases not defined shall be given those meanings commonly ascribed to them by custom and usage.

Article 2. Scope of Services

Section 2.01 Term of Contract

The term of this Contract shall be for a period of five years commencing at midnight, May 1, 2019, and ending at midnight April 30, 2024 ("Contract Term"), unless otherwise extended, terminated, or cancelled in accordance with this Article.

Section 2.02 Extension of Contract Term

The initial five (5) year term of this contact shall automatically be extended for three additional one-year terms at the City's option unless either party notifies the other party in writing, more than one hundred twenty (120) days, nor less than ninety (90) days prior to the expiration of the initial five (5) year term or of any successive one (1) year term, of intention to terminate this Contract. Any such written notice shall be served by certified mail, return receipt requested.

Article 3. Scope and Quality of Services

Section 3.01 Basic Service

The purpose of this Contract is to provide for a landfill for the disposal of all solid waste accumulated within the present and future corporate limits of the City of Texarkana, Arkansas, and it is the intent of the City to enter into this Contract with Sanitation Solutions for the disposal at said landfill of all garbage, trash and other solid waste collected from each and every residence and commercial business located within the city limits of the City. Nothing contained herein shall require the City to utilize Sanitation Solutions for the disposal of all yard or vegetative waste collected within the City.

Section 3.02 Landfill Location

Sanitation Solutions will, at its landfill located in Blossom, Texas, County of Lamar provide for the disposal of all garbage, trash and other solid waste collected from each and every residence and commercial business located within the city limits of the City. Sanitations Solutions agrees to operate its landfill in compliance with all applicable rules and regulations and in a manner consistent with proper health and sanitation methods.

Section 3.03 Operations

Sanitation Solutions shall, at its own cost and expense, provide all machinery, equipment, laborers, supervision, insurance and other accessories necessary to efficiently and properly dispose of all garbage, trash, refuse and other solid waste collected from within the city limits of the City and delivered to its landfill. Sanitation Solutions shall, at its own cost and expense, provide the site and maintenance of said site for disposal of said trash, garbage, refuse and other solid waste and said site shall be available for disposal of solid waste by any citizen and shall have the following minimum hours of operation, to-wit:

Monday - Friday	6:30 a.m. to 4:30 p.m.
Saturday	8:00 a.m. to 12:00 p.m.
Sunday	Closed
Holidays	Closed on New Year’s Day, Thanksgiving Day, Christmas Day.

Section 3.04 Residential Waste

Licensed residential refuse collectors under Contract with City for residential waste collection may dispose of residential waste collected from Texarkana, Arkansas, residents at Contractor’s landfill site at no cost to said residential refuse collectors. The term residential waste excludes dead animals (other than dogs and cats), large household appliances and furniture, tires, batteries, automobile parts, tree trunks or stumps (size defined by Sec. 22-1 of City Code) and construction or building materials.

Section 3.05 Residential Refuse Rate

City shall pay Sanitation Solution the sum of Sixteen and No/100 Dollars (\$16.00) per ton for each ton of residential waste collected from residents of the City and delivered by the City or its licensed residential refuse collectors to Sanitation Solution’s Blossom Prairie Landfill (being the landfill referenced herein) during the term of this Contract. Sanitation Solutions shall install and thereafter maintain accurate weight scales, capable of accommodating waste hauling vehicles, at its landfill within 6 months of Contract execution and will keep accurate records of the amount of said residential waste delivered by licensed residential refuse collectors to said landfill and will allow said records to be inspected by a City

representative. Sanitation Solutions shall bill for periods covering the 26th day of each month through the 25th day of the next month and said billing shall be mailed by Sanitation Solutions to City by last day of each month. Sanitation Solutions shall provide City with copies of weight tickets and summary sheet concerning weight tickets with each monthly billing. Fees due Contractor shall be paid by the 15th day of each month following the mailing of said billing. It is understood and agreed that the billing for the month of May 2019, will only cover the period of May 1, 2019, through May 25, 2019.

Section 3.06 Residential Historical Average

Until such time as scales are installed at the Blossom Prairie Landfill Site Sanitation Solutions shall use the City’s historical average of 10,062 tons per year (838.50 tons per month) for billing purposes. The following chart is illustrative only and to provide the underlying basis for the average above.

Residential Solid Waste							
	2014	2015	2016	2017	2018		
January	833.63	762.19	783.9	932.14	817.53		
February	707.74	611.2	746.23	870.16	525.84		
March	745.45	761.63	799.78	859.93	827.48		
April	797.34	818.11	747.4	875.91	908.34		
May	853.94	863.75	780.61	1043.45	814.64		
June	674.85	826.69	927.39	916.79	858.75		
July	929.9	701.01	660.39	877.62	891.95		
August	886.71	674.95	919.94	929.51	916.68		
September	824.01	701.68	766.92	776.92	786.83		
October	761.84	730.18	858.24	845.5	1004.1		
November	610.03	817.56	899.98	793.21	1002.79		
December	962.92	875.17	844.46	804.03	964.07		
Total Tons (+200 City Shop)	9788.36	9344.12	9935.24	10725.17	10519	10062	Historical Average

Once scales are installed landfill operator shall ensure only residential waste is billed to the City. Monthly tonnage reports shall be provided in the form reasonably requested by the City.

Section 3.07 Commercial Waste.

Commercial Waste is to be charged to licensed commercial refuse collectors separate from the City. Sanitation Solutions shall create separate residential and commercial accounts. The commercial accounts shall be the sole responsibility of each licensed hauler and not be comingled with the City’s residential waste.

Section 3.08 Commercial Hauler Fees

Commercial refuse haulers servicing accounts within the City limits of Texarkana, Arkansas will be charged \$16.00 per ton (tire and sludge disposal fees, however, are set out in Section 10.01 below) for disposal of waste by Sanitation Solutions at the landfill. Commercial refuse haulers are defined as those (other than licensed residential collectors under residential collection contract with the City) who pickup, collect, carry, transfer or in any way handle solid waste material from a commercial business located within the city limits of the City. The fee for terms applicable to disposal of garbage, trash, refuse or other solid waste by residential or commercial refuse haulers from another city, county or outside the City limits at Sanitation Solutions’ landfill is not within the scope of this Contract. All disposal fees charged by Sanitation Solutions pursuant to this Contract shall be collected by and belong to Sanitation Solutions.

Article 4. Insurance

Section 4.01 Workers' Compensation, Public Liability and Property Damage Insurance

The status of Sanitation Solutions in the work to be performed is that of any independent contractor and as such, shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Sanitation Solutions, subcontractors, agents, or employees have been negligent, and Sanitation Solutions shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. Sanitation Solutions shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City.

Sanitation Solutions shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, state, county or local laws, regulations, or ordinances; Sanitation Solutions shall indemnify and hold harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Sanitation Solutions' Liability Insurance Certificate shall include the hold harmless clause and shall be filed with the City.

Sanitation Solutions shall maintain such insurance as will protect Sanitation Solutions from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by or on behalf of Sanitation Solutions, or any employee, officer, agent, or contractor of the same.

Section 4.02 Liability Insurance Requirements

Sanitation Solutions shall carry the type of insurance hereafter set out and policies or certificates of insurance showing such coverages shall be deposited with the City Clerk at the time of the execution of this Contract, to-wit:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,00,000 per occurrence and \$2,000,000 aggregate.

Workmen's Compensation insurance covering all employees of Contractor engaged in the execution of landfill operations.

Section 4.03 Inclusion of City as Named Insured

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Texarkana, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: **City of Texarkana, 216 Walnut Street, Texarkana, AR 71854**. All policies shall be in effect with

companies holding an A.M. Best rating of “A-” or better and shall be licensed to do business in the State of Arkansas. Such companies shall also be acceptable to the City.

Section 4.04 Subcontracts

Sanitation Solutions will not be allowed to subcontract work under this Contract unless written approval is granted by the City. Sanitation Solutions, as approved, shall be bound by the conditions of the Contract between the City and the Proposer. The authorization of a Subcontractor is to perform in accordance with all terms of the Contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to Sanitation Solutions. All directions given to the Subcontractor in the field shall bind Sanitation Solutions as if the notice had been given directly to Sanitation Solutions.

All subcontractors performing work under this Contract must furnish to the City a copy of their Certificate of Insurance for Workers’ Compensation and liability for bodily injury and property damage.

Section 4.05 Loss of Insurance Coverage

Should Sanitation Solutions or any subcontractors fail to keep such insurance policies paid and in a current status then such failure shall be grounds of cancellation of this Contract. All insurance policies shall be subject to the approval of the City.

Article 5. Compliance with Laws

Section 5.01 State and Federal Law Regulations

Sanitation Solutions agrees to abide by the terms of all State and Federal laws and regulations in the performance of this Contract. Sanitation Solutions further agrees that it shall be responsible to the City Manager of the City or the designated representative of the City Manager in carrying out the terms and conditions of this Contract.

Section 5.02 Equal Employment Opportunity

During the performance of this Contract, the Sanitation Solutions agrees as follows:

Sanitation Solutions will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. Sanitations Solutions will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Sanitation Solutions agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

Sanitation Solutions will, in all solicitations or advertisements for employees placed by or on behalf of the company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of Sanitation Solutions noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and Sanitation Solutions may be declared ineligible for further City Contracts.

Sanitation Solutions will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

Section 5.03 Alterations or Modifications

This Contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this Contract shall be made only by written agreement between Sanitation Solutions and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

Article 6. Right to Audit Records

Section 6.01 Books and Records Related to the Performance of Contract

The City shall be entitled to audit the books and records of Sanitation Solutions or any subcontractor to the extent that such books and records relate to the performance of this Contract or subcontract (including, without limitation, all billing records and weight records or tickets). Such books and records shall be maintained by Sanitation Solutions for a period of five (5) years following the termination of the Contract or subcontract or, if no termination, the later to occur of the expiration of the initial term or expiration of any extension term(s) exercised by the City; unless a shorter period is otherwise authorized in writing.

Article 7. Performance

Section 7.01 Hold Harmless

It is hereby expressly understood and agreed that Sanitation Solutions shall perform the terms and conditions of this Contract as an independent Contractor and will at all times hold the City harmless from any claims or damages that might grow out of Sanitation Solutions performance of this Contract.

Section 7.02 Dissemination of Information

During the term of the contract, Sanitation Solutions, unless required by applicable law or valid court order, may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

Section 7.03 Permits/Licenses

Sanitation Solutions shall, at its expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. Sanitation Solutions shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

Section 7.04 General Health and Welfare of the Citizens

It is further understood and agreed by the City and Sanitation Solutions that the Board Directors of the City has determined that the general health and welfare of the citizens of City can only be served by a strict observance the terms and conditions of this Contract and the efficient disposal of garbage, trash and solid waste accumulated within the city limits and to this end that this Contract is entered into by and between the parties.

Section 7.05 Failure to Fulfill the Terms and Conditions of Contract

It is further understood and agreed that the failure of Sanitation Solutions to fulfill the terms and conditions imposed on it under the terms of this Contract will authorize the City to cancel this Contract if said failure continues for thirty (30) days after written notice by certified mail return receipt requested, of default to Sanitation Solutions by the City.

Section 7.06 Notice of Rates and Hours of Operations

Sanitation Solutions shall erect a sign at the entry of its landfill site which will contain information concerning disposal rates/charges, hours of operation and other general information pertinent to the operation of said Landfill site.

Article 8. Title to Waste

Section 8.01 Vested

Title to all waste shall be vested in Sanitation Solutions upon being placed on its disposal site.

Section 8.02 Nonoperation of Landfill

During the term of this Contract and its extension terms the City will not operate a landfill. During the term of this Contract and its extensions the City will require all residential and commercial refuse haulers collecting waste within the corporate limits of the City to deliver said waste to Sanitation Solutions' landfill.

Section 8.03 Excluded Waste

Notwithstanding anything in this Contract to the contrary, Sanitation Solutions shall not be required to dispose of any hazardous waste, as defined by the United States Environmental Protection Agency or any state agency having jurisdiction over the landfill, hot ashes, explosive substances, radioactive materials, drugs, poisons, dead animals larger than dogs and cats, tires, batteries, automobile parts, medical waste or refuse from any place where highly infectious or contagious disease has prevailed.

Section 8.04 Dead Animals

Sanitation Solutions shall allow the City's residential and commercial haulers to dispose of small dead animals (dogs and cats) at its landfill however, Sanitation Solutions shall not charge the City a disposal fee concerning said small dead animals. City shall keep accurate records of the number of small dead animals disposed of by residential and commercial haulers and furnish such records to Sanitation Solutions.

Article 9. Assignment

Section 9.01 Assignment of Interest

Sanitation Solutions shall not assign its interest under this Contract without the prior written consent of the City. In the event of any assignment approved in writing by the City then the assignee of Sanitation Solutions shall assume all obligations of Sanitation Solutions under the terms of this Contract.

Section 9.02 Successors and Assigns

This Contract binds and inures to the benefit of Sanitation Solutions and the City and their respective successors and assigns.

Section 9.03 Records and Audits

Successors and assignees shall permit the authorized representatives of the City to inspect and audit all data and records of relating to performance under this Contract. Successors and assignees shall be notified in advance of the identity of the authorized representatives. The periods of access and examination described above for records which related to (1) appeals of disputes of this Contract; or (2) litigation of the settlement of claims arising out of this Contract, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

Article 10. Rate Adjustments

Section 10.01 Fees Due

Fees due Sanitation Solutions is set at \$16.00 per ton inclusive of all fees and fuel surcharges for the duration (5 Years) of the Contract; provided, however, the rate (inclusive of all fees and fuel surcharges) for tires shall be \$20.00 per ton and for sludge \$20.00 per ton), as set forth on the attached Addendum A.

The parties, to the extent permitted by applicable law, reserve the right to negotiate as to rates for any extension term; provided, however, in no event shall any rate change be effective unless and until agreed to in writing, signed by and on behalf of the City and Sanitation Solutions.

Article 11. Entire Agreement

Section 11.01 Choice of Law

This agreement shall be governed by the laws of the State of Arkansas, and, in the event of litigation with respect to this agreement or any of its terms, venue shall rest in Miller County, Arkansas.

Section 11.02 Severability

In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this agreement as if never contained herein and the remainder of the Contract shall remain enforceable. In the event the City is ordered by a court to dispose of its solid waste at a landfill other than the landfill being used by Sanitation Solutions, the City, at its option, will be relieved of its obligation under this Contract so long as such court order is in effect to dispose of its waste at Sanitation Solutions landfill and pay the consideration therefore provided that the City pursues in good faith whatever legal remedies it has to challenge such court order.

Section 11.03 Attorney Fees.

If either the City or Sanitation Solutions institutes litigation against the other party to secure its rights pursuant to this Contract, the prevailing party shall be entitled to the actual and reasonable costs of litigation and reasonable attorney's fees in addition to any other relief to which such party may be entitled.

Section 11.04 Entire Agreement

This Contract supersedes any and all other agreements, whether oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Contract that is not contained herein shall be valid or binding unless in writing signed by all the Parties

Section 11.05 Amendment

This Contract may be amended in writing upon the agreement of both Parties so as to conform to the law or any changes in the law and/or regulations applicable to the terms of this Contract. If the City refuses to amend the Contract in accordance with this section, such action shall be considered a breach of this Contract and Sanitation Solutions may terminate the Contract.

Section 11.06 Incorporation of Schedules

Appendix A is hereby expressly incorporated within this Contract as though written and contained directly within the text of this Contract.

Section 11.07 Termination

The City shall have the right to terminate this Contract or a part thereof, without further obligation hereunder in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to terminate the Contract.
- B. the City shall have the right to terminate the contract in the event that funds are not budgeted in any calendar year following the year that the contract is initially executed.
- C. Sanitation Solutions is not adequately performing its duties hereunder.
- D. Sanitation Solutions refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- E. Sanitation Solutions in the judgment of the City is unnecessarily or willfully delaying the performance or completion of its duties hereunder.
- F. Sanitation Solutions refuses to proceed with work when and as directed by the City.
- G. Sanitation Solutions abandons the work.

No termination or cancellation of this Contract shall be deemed to be an election or remedies or waive any rights of the City arising from or relating to any failure or refusal of Sanitation Solutions to perform its obligations hereunder. In the event that the City terminates this Contract in accordance with this Section or other provision of this Contract allowing for termination or cancellation by the City, the City shall use good faith to give at least thirty (30) days written notice of the same to Sanitation Solutions; unless circumstances require an earlier termination or cancellation date in the reasonable determination of the City in order to avoid disruption of services to its citizens (for example, but not limited to, in the event of abandonment of duties by Sanitation Solutions).

Section 11.08 Cancellation

In the event Sanitation Solutions cancels this Contract for failure of the City to perform its duties hereunder, it will notify the City in writing and will continue to provide disposal services in accordance with the terms of this Contract for ninety (90) days from the date of such notice. In no event shall failure or refusal of any refuse hauler to pay amounts owed or claimed to be owed to Sanitation Services for disposal of waste from outside of the city limits of the City constitute basis for termination of this Contract by Sanitation Services. Furthermore, in no event shall failure or refusal of a commercial refuse hauler to pay amounts owed to Sanitation Solutions for disposal of commercial waste from within the city limits of the City constitute basis for termination of this Contract by Sanitation Solutions; provided, however, in such event, (i) Sanitation Solutions may, upon thirty (30) days written notice to the City, refuse to accept commercial waste from a commercial refuse hauler that has failed or refused to pay amounts claimed to owed, and (ii) such refusal shall not constitute default by Sanitation Solutions.

Section 11.09 Notice

Whenever the Contract requires written notice to be provide such notice should be delivered by U.S. mail or hand delivery to the following addresses:

Notice to the City:

City Manager
City of Texarkana, Arkansas
P.O. Box 2711
Texarkana, Arkansas 75504

Notice to Sanitation Solutions, Inc.

President / Owner
Sanitation Solutions
1806 South Church
Paris, TX 75461

Witness the execution hereof in duplicate, this ____ day of _____, _____.

CITY OF TEXARKANA, ARKANSAS

By:

Dr. Kenny Haskin,
City Manager
City of Texarkana, Arkansas

Signature

By:

Mr. Josh Bray,
President / Owner
Sanitation Solutions, Inc.

*CONTRACT FOR WASTE DISPOSAL SERVICES – LANDFILL
FOR THE CITY OF TEXARKANA, ARKANSAS*

Signature

Attachment A: Pricing Sheet – Blossom Prairie Landfill Site

Throughout the five-year Contract period, Sanitation Solutions is hereby authorized to charge fees for disposal services provided in the submitted RFP as follows:

<u>Cost Basis</u>	<u>Disposal Charge</u>
Per Ton Compacted	\$16.00
Per ton Uncompacted	\$16.00
Per Ton Sludge – With TCEQ Approval	\$20.00
Per Ton (Tires) – Tires must be Quartered & Manifested	\$20.00
Per Ton (Street Sweepings)	\$16.00

Attachment B: Proposal Submittal

See attached proposal from Sanitation Solutions Inc.



CITY OF TEXARKANA, AR

BOARD OF DIRECTORS

AGENDA TITLE:	Adopt a Resolution authorizing the City Manager to amend the residential hauler contracts with Edmondson's Trash Service and Richardson Waste Inc. (PWD) Public Works Director Tyler Richards
AGENDA DATE:	04/15/2019
ITEM TYPE:	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
DEPARTMENT:	Public Works Department
PREPARED BY:	Tracie Lee, Assistant Public Works Director

REQUEST:	Adopt a Resolution authorizing the City Manager to amend the residential hauler contracts with Edmondson's Trash Service and Richardson Waste Inc.
EMERGENCY CLAUSE:	This item will be approved by a resolution; therefore, it will not need an emergency clause.

SUMMARY:	<p>The City's landfill contract with Waste Management expires on April 30th. Due to this the City advertised for request for proposals (RFP) for solid waste disposal services on March 3, 2019.</p> <p>With the lowest rate being submitted by Sanitation Solutions Inc. the City's residential hauler contracts will need to be amended as such.</p> <p>Section (8) removing "Residential garbage is currently transported to and disposed of in accordance with the City's disposal contract with <u>Western Waste Industries utilizing the New Boston Landfill</u>" and replacing it with "Residential garbage is currently transported to and disposed of in accordance with the <u>landfill under contract with the City.</u>"</p>
EXPENSE REQUIRED:	\$0.00
AMOUNT BUDGETED:	\$0.00
APPROPRIATION REQUIRED:	\$0.00
RECOMMENDED ACTION:	City Manager and staff recommend board approval.
EXHIBITS:	Resolution

RESOLUTION NO. _____

WHEREAS, each of the existing agreements executed in 2009, by and between the City and the respective entities currently providing residential waste collection services contain the following provision:

(8) All waste collected under this contract shall be disposed of as specified by the City. The City reserves the right for the City Manager to change the location to which waste is transported and disposed of at any time with thirty (30) days written notice. Residential garbage is currently transported to and disposed of in accordance with the City's disposal contract with Western Waste Industries utilizing the New Boston Landfill. Yard waste is transported to and disposed of at either the City Compost Site at the South Regional Wastewater Treatment Facility, the New Boston Landfill, or other locations as specified by the City Manager. . . .

WHEREAS, the City has made arrangements to utilize a landfill and enter into an agreement with a landfill operator to provide for residential waste disposal at a site other than the site referenced in the above as the site “currently” utilized in 2009; and

WHEREAS, to memorialize the change in site for transport and disposal of residential waste, the City Manager requests authority to enter into an amendment of each of the existing contracts with residential waste collection service providers to memorialize that, effective May 1, 2019, the landfill operator under contract with the city for residential waste disposal will be Sanitation Solutions, Inc., and the landfill utilized will be said operator’s landfill in Lamar County, Texas;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is hereby authorized to enter into amendments to each of the contracts between the city and its residential waste haulers for the purpose above.

PASSED AND APPROVED this 15th day of April, 2019.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George Matteson, City Attorney



CITY OF TEXARKANA, AR BOARD OF DIRECTORS

AGENDA TITLE: An Ordinance Amending the *City of Texarkana, Arkansas Code of Ordinances*, Solid Waste Ordinance Sec. 22-28 – Disposal of Commercial Solid Waste, Sec. 22-30 – Proof of Landfill Disposal by Commercial Haulers and Sec. 22-31 - Penalty for Disposal of Solid Waste at a Landfill Not Under Contract with the City. (PWD) Public Works Director Tyler Richards

This ordinance requires an emergency clause: An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board. (Hdbk. Const. Amend 7)

AGENDA DATE: 04/15/2019

ITEM TYPE: Ordinance Resolution Other :

DEPARTMENT: Public Works Department

PREPARED BY: Tracie Lee, Assistant Public Works Director

REQUEST: Amendment to Sec. 22-28 of the Solid Waste Ordinance, adding Sec. 22-30 – Proof of Landfill Disposal by Commercial Haulers and Sec. 22-31 - Penalty for Disposal of Solid Waste at a Landfill Not Under Contract with the City.

EMERGENCY CLAUSE: This item will require an emergency clause.

SUMMARY: The City's landfill contract with Waste Management expires on April 30th. Due to this the City advertised for request for proposals (RFP) for solid waste disposal services on March 3, 2019.

With the lowest rate being submitted by Sanitation Solutions Inc. the City's solid waste ordinance will need to be amended as such.

o **Sec. 22-28. - Disposal of commercial solid waste.**

All commercial collection contractors collecting garbage, trash or other solid waste within the city shall deliver said waste to the landfill under contract with the City and the disposal fee shall be the same rate provided in the City's landfill contract for all commercial collection contractors.

All commercial collection contractors shall charge commercial establishments the commercial collection rates provided for herein and any commercial collection contractor who fails to charge said rates shall forfeit his right to collect and haul garbage, trash or other solid waste

from commercial establishments and his license shall be revoked.

- **Sec. 22-30. – Proof of landfill disposal by commercial haulers.**

All Commercial collection contractors collecting garbage, trash or other solid waste within the city shall provide the City with proof of waste being disposed at the landfill under contract with the City. Proof shall be in the form of landfill bills or tonnage tickets from the landfill operator.

- **Sec. 22-31 – Penalty for disposal of solid waste at a landfill not under contract with the City.**

Any commercial collection contractor collecting garbage, trash or other solid waste that does not dispose of said waste at the landfill under contract with the City shall lose its privilege to collect solid waste within the City.

EXPENSE REQUIRED: \$0.00

AMOUNT BUDGETED: \$0.00

**APPROPRIATION
REQUIRED:** \$0.00

**RECOMMENDED
ACTION:** City Manager and staff recommend board approval.

EXHIBITS: Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 22-28 AND ADOPTING SECTIONS 22-30 AND 22-31 OF THE CITY OF TEXARKANA, ARKANSAS, CODE OF ORDINANCES AS RELATE TO COMMERCIAL SOLID WASTE DISPOSAL BY COMMERCIAL COLLECTION CONTRACTORS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the City is entering into an agreement effective May 1, 2019, which will provide for a different solid waste disposal site to be utilized by waste collection contractors operating in the City, including, without limitation, commercial collection contractors; and

WHEREAS, in connection with such change, it is necessary to amend and adopt certain ordinances providing for the disposal, proof of disposal and associated penalties as relate to disposal of commercial solid waste; and

WHEREAS, the City Manager and staff recommend such amendment and adoption;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the City of Texarkana, Arkansas, that:

SECTION 1. The first paragraph of Section 22-28 of *City of Texarkana, Arkansas, Code of Ordinances* (the “Code”) for the City of Texarkana is deleted and the following is substituted therefore:

All commercial collection contractors collecting garbage, trash or other solid waste within the city shall deliver said waste to the landfill under contract with the City and the disposal fee shall be paid by the commercial collection contractors to such landfill contractor.

SECTION 2. The Code is further amended to add the following provision as Section 22-30:

Sec. 22-30. – Proof of landfill disposal by commercial haulers.

All Commercial collection contractors collecting garbage, trash or other solid waste within the city shall provide the City with proof of waste being disposed at the landfill under contract with the City. Proof shall be in the form of landfill bills or tonnage tickets from the landfill operator.

SECTION 3. The Code is further amended to add the following provision as Section 22-31:

Sec. 22-31 – Penalty for disposal of solid waste at a landfill not under contract with the City.

Any commercial collection contractor collecting garbage, trash or other solid waste that does not dispose of said waste at the landfill under contract with the City shall lose its privilege to collect solid waste within the City.

SECTION 4. This ordinance being necessary for the preservation of the public peace, health and safety, and, specifically, to provide for amendment to coincide with the change in location of solid waste disposal, an emergency is therefore declared to exist; and this ordinance shall be in full force and effect on May 1, 2019.

PASSED AND APPROVED this 15th day of April, 2019.

Allen L. Brown, Mayor

ATTEST:

Heather Soyars, City Clerk

APPROVED:

George M. Matteson