

**CITY OF DEL CITY AND/OR
DEL CITY MUNICIPAL SERVICES AUTHORITY**

REQUEST FOR PROPOSAL

Mail proposals to:

FINANCE DEPARTMENT
PURCHASING DIVISION
3701 S.E. 15TH, DEL CITY, OK 73115

Proposal for:	RFP 2601	SANITARY LANDFILL
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Due / Opening Date: 2/19/2025

Time: 10:00 AM

Vendor Name: _____

Mailing Address: _____

City, State, Zip: _____

Area Code, Phone: _____ **Fax:** _____ **FEI#:** _____

E-mail Address: _____ **Website:** _____

The City of Del City and/or Del City Municipal Services Authority is requesting proposals for the attached specified products and/or services. Submit all documents requested to the PURCHASING DIVISION at the above address

NONCOLLUSION AFFIDAVIT

PROPOSAL INVALID IF AFFIDAVIT NOT SIGNED AND NOTARIZED AND SUBMITTED WITH BID

State of _____

County of _____

I _____ of lawful age, being first duly sworn, on oath says that:

1. (s)he is the duly authorized agent of _____ the bidder and/or contractor submitting the competitive bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; and 3. Neither the bidder/contractor nor anyone subject to the bidder/contractor's direction or control has been a party; a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from bidding, b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor c. in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract, d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Del City and/or the Del City Municipal Services Authority, any money or other thing of value, either directly, in procuring the contract to which his/her statement is attached.

Signature: _____ Title: _____

Subscribed & sworn before me this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

BIDDERS PROPOSAL/CONTRACT
TERMS AND CONDITIONS

1. **SEALED BIDS:** Each prospective bidder is provided the necessary forms to submit a bid. Bid proposals must be submitted on and in accordance with the BIDDERS PROPOSAL/CONTRACT supplied by the Contracting Entity. All sheets bid on and this form must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.** The face of the envelope shall contain the City's address, the date and time of the bid opening and the contract number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, are subject to rejection. Bids will be considered only on first quality products.
2. **BID ACCEPTANCE PERIOD:** Bids received after the date and time set for opening will be returned unopened.
3. **EXECUTION OF BID:** Bid must contain an original signature of authorized representative in the spaces provided. Bid must be typed or printed in ink. Use of erasable ink and penciled bids will not be accepted. **ANY AND ALL CORRECTIONS MADE BY BIDDER TO HIS/HER BID MUST BE INITIALED.**
4. **NO BID:** If not submitting a bid, respond by returning page 1, Request for Proposal, marking it "NO BID", Failure to respond three (3) times in succession without justification shall be cause for removal of the vendor's name from the bid mailing list. **NOTE:** To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.
5. **OPENING:** Bids will be opened by the Purchasing Officer and distributed to the requesting department for review and recommendation for award. It is the bidder's responsibility to assure that his/her bid is delivered at the proper time, date and place as specified in the documents. Bids, which for any reason are not so delivered, will not be considered. **NOTE:** Bid files may be examined during normal working hours by appointment. **BID TABULATIONS WILL NOT BE PROVIDED BY TELEPHONE OR MAIL.**
6. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.
 - A. **BID PRICE/MISTAKES:** The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, **THE UNIT PRICE SHALL PREVAIL.** Prices shall be extended in decimals.
 - B. **INVOICING AND PAYMENT:** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. **NO ORDER SHALL BE ACCEPTED BY THE VENDOR WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY.**
 - C. **TAXES:** The purchase of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.
7. **CONDITION AND PRICING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

8. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards thereunder.

9. MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which (s)he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate in the bid form the manufacturers' name and number. Bidder shall submit with his/her proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specification as listed on the bid form.

10. CONFLICT OF INTEREST: The Invitation to Bid is subject to the provisions of Oklahoma Statutes. All bidders must disclose with the bid the name of any officer, director or agent who is also an employee of the Contracting Entity or any of its agencies. Further, all bidders must disclose the name of any Contracting Entity employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

11. AWARDS: The Contracting Entity reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical bases and/or on a statewide basis with one (1) or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The Contracting Entity reserves the right to delete any item from this contract when deemed to be in the best interest of the Contracting Entity.

12. SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

13. SAMPLES: Samples of items, when called for, must be furnished free of expense. Each individual sample must be labeled with bidder's name, manufacturers' brand name and number, contract number and item reference, or as specified in the attached special conditions.

14. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications may be rejected. Any violation of these stipulations may result in supplier's name being removed from the Contracting Entity vendor list.

A. TESTING: In cases when material fails to meet specifications the cost of testing shall be borne to the vendor, both on samples and delivered materials.

15. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. DESTINATION: Shall mean delivered to the receiving dock, agency stockroom, or other point specified in the purchase order. The

Contracting Entity accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However to assist in the expeditious handling of damage claims, the ordering agency will:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (visible and concealed), in writing, to the carrier and contract supplier, within fifteen (15) days of delivery.
- c) Retain the item and its shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

16. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the Contracting Entity and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the Contracting Entity. If the bidder uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

17. **PRICE ADJUSTMENTS:** Manufacturers' price increases, or other increases in the cost of doing business may not be passed on to the Contracting Entity unless so specified in the Invitation to Bid, nor may the vendor withdraw or cancel the contract, or any part of the contract for these reasons. Vendors may cancel contract only if a vendor cancellation clause is included as a part of the Invitation to Bid and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated in the Invitation to Bid. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the Contracting Entity.

18. **LIABILITY:** The supplier shall hold and save the Contracting Entity, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

19. **FACILITIES:** The Contracting Entity reserves the right to inspect the bidder's facilities at any time with prior notice.

20. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful vendor as a result of this bid. It shall be the vendors responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid who will accept the orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the vendor without prior approval of the City Clerk.

21. **THE SUCCESSFUL BIDDER(S) MUST PROVIDE:** Only the pertinent information or items you are bidding. Complete catalogues are not necessary - but, if furnished, you are to identify exact location in catalogue and circle or identify clearly item(s) being bid.

22. **IN-STATE PREFERENCE:** An in-state preference not to exceed a five percent (5%) differential may be allowed for supplies, materials and provisions produced, manufactured or grown in his State, 74 O.S. 85.32. If you wish to claim this preferential,

place an asterisk (*) by each item so claimed and identify whether it is produced, grown or manufactured in Oklahoma. Proof of qualification rests with the vendor.

23. ENERGY SAVINGS: Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

24. WAIVER: The Contracting Entity reserves the right to waive any General provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the Contracting Entity.

25. BOND REQUIREMENT: Bids filled with the City Clerk must be accompanied by a bidder's bond, certified or cashier's check in the amount stated if this is a requirement of the special instructions of the specifications. This amount may be retained by the Contracting Entity as liquidated damages in the event the successful bidder fails to comply with the terms of this proposal the office of the City Clerk will return all deposits and bonds to the unsuccessful bidders after the contract has been awarded. If a performance bond is also required in the special instructions of the specifications, the successful bidder must post the bond certified or cashier's check in the amount specified prior to award of contract. The bid bond or deposit, if any, will be returned to the successful bidder upon posting of the performance bond and the execution of the contract by the Contracting Entity.

26. QUANTITIES: Quantities of the commodities to be purchased are set forth in the specifications as specified numbers or estimates. Items of estimated quantity will be awarded on a "NO GUARANTEE" basis.

27. TERMINATION FOR CONVENIENCE OF THE CONTRACTING ENTITY: The performance of work and/or the delivery of ordered materials under this contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity. Any such termination shall be effected by delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, the contractor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.

BUSINESS RELATIONSHIPS AFFIDAVIT

The following affidavit **MUST** accompany the bid:

BID INVALID IF NOT SIGNED AND NOTARIZED

STATE OF _____ }

COUNTY OF _____ }

I _____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows: _____

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows: _____

If none of the business relationships herein above mentioned exist, affiant should so state _____

(Signature)

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

Notary Public

My Commission Expires

REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS

Submit this completed form with bid.

The bidder represents and certifies as part of his/her bid that:
(Check or complete all applicable boxes or blocks)

1. TYPE OF BUSINESS ORGANIZATION

(S)he operates as:

- a non-profit organization
- an individual _____ dba _____
- a partnership (list all partners) _____
_____ dba _____
- a corporation, incorporated under the laws of the State of _____.

2. EQUAL OPPORTUNITY

(S)he is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin and sex in the performance of any contract or order resulting from this bid.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the bidder certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement;

(a) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(b) Unless otherwise required by law, the prices which have been bid herein have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bids, directly or indirectly to any other bidder or competitor; and

(c) No attempt has been made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

4. INFORMATION FOR WARRANTY SATISFACTION AND REPAIRS:

Names, addresses and phone number of nearest service locations: _____

5. ACKNOWLEDGMENT OF AMENDMENTS AND ADDENDUM'S:

Bidder acknowledges receipt of such documents numbered and dated as follows: _____

GENERAL INFORMATION:

1. *Landfill service to dispose of residential and commercial refuse.*
2. *Approximately sixteen thousand tons of solid waste annually.*
3. *Landfill access availability requested to be open six (6) days a week, Monday through Saturday to include holidays such as Martin Luther King Day, All Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, and the Friday after Thanksgiving. Would only work on Sunday in an emergency (i.e. tornado).*
4. *Solid wastes to be disposed of shall include all domestic and commercial waste normally collected by a Municipal solid waste collection system.*
5. *Additional city owned roll-off containers to include 20, 30 and 40 yard containers as delivered to contractors designated area.*
6. *Additional city owned roll-off containers to include 20, 30 or 40 yard containers which would contain qualified biosolids that will meet all EPA, and DEQ regulations for pathogen reduction and paint filter test.*
7. *Additional city streetsweeper waste to be disposed of shall include waste collected by the city's street sweeping collection system.*
8. *For further terms and conditions see Contract pages 6 through 12 of these documents.*
9. *Bidder to fill in all blanks on Contract and obtain all signatures, notaries and/or seals prior to submitting bid. This will expedite processing at time of award.*
10. *Verification of insurance to be provided within ten (10) working days after notification of award by Contracting Entity. **The insurance shall include Del City Municipal Services Authority as additional insured.** (See Contract, eleventh paragraph for specifics on coverage required).*
11. *Contractor shall identify that portion of the landfill that is either permitted or under consideration for a permit to dispose of Hazardous Materials.*

**CERTIFICATE OF DISPOSAL CONTRACT BETWEEN
DEL CITY MUNICIPAL SERVICES AUTHORITY
AND SOLID WASTE DISPOSAL SITE**

THIS CONTRACT MADE AND ENTERED INTO THIS _____ day of _____, 20_____, by and between _____ hereinafter called "Disposal Site", and the Del City Municipal Services Authority, hereinafter called "DCMSA", a municipal corporation located in Oklahoma County in the State of Oklahoma, as follows:

FIRST: Disposal Site shall accept at its location at _____ all solid wastes as hereinafter defined delivered to it by the DCMSA and shall dispose of such solid waste outside of the boundary of the DCMSA, in a dependable, sanitary and inoffensive manner, meeting Federal, State, County and Local laws, rules and regulations, Disposal Site shall furnish a copy of valid landfill permit where disposal will occur upon execution of this contract.

SECOND: The term "solid wastes" shall include all domestic and commercial wastes normally collected by a municipal solid waste collection system. The DCMSA shall pay disposal site at the rate of \$ _____ (fill in schedule below) per ton for each fiscal year starting July first.

PRICE PER TON SHALL INCLUDE ANY AND ALL MISCELLANEOUS FEES AND CHARGES REQUIRED BY THE LANDFILL WITH THE EXCEPTION OF THE MANDATORY STATE REGULATORY TIPPING/FLOW FEE WHICH WILL BE AN ADDITIONAL CHARGE.

YEAR	PERIOD	PER TON	STATE FEE	TOTAL
One	FY 25/26	\$ _____	\$ _____	\$ _____
Two	FY 26/27	\$ _____	\$ _____	\$ _____
Three	FY 27/28	\$ _____	\$ _____	\$ _____
Four	FY 28/29	\$ _____	\$ _____	\$ _____
Five	FY 29/30	\$ _____	\$ _____	\$ _____

If State regulatory fees change the cost shall be adjusted and billed without requiring a change to the contract.

Upon receipt of the invoice from the Disposal Site by the DCMSA each month, the DCMSA shall render payment for the proceeding monthly billing, in a timely manner meeting state law requirements for purchasing and issuance of payment.

THIRD: In consideration of disposal site agreement to accept and dispose of waste generated biosolids an additional fee schedule shall apply to city owned roll-off containers to include 20, 30 or 40 yard containers which would contain qualified biosolids as generated from the city's wastewater treatment system that will meets all EPA, and DEQ regulations for "qualified biosolids" inclusive of, but not limited to pathogen reduction and paint filter test.

PRICE PER TON SHALL INCLUDE ANY AND ALL MISCELLANEOUS FEES AND CHARGES REQUIRED BY THE LANDFILL WITH THE EXCEPTION OF THE MANDATORY STATE REGULATORY TIPPING/FLOW FEE WHICH WILL BE AN ADDITIONAL CHARGE.

YEAR	PERIOD	PER TON	STATE FEE	TOTAL
One	FY 25/26	\$ _____	\$ _____	\$ _____
Two	FY 26/27	\$ _____	\$ _____	\$ _____
Three	FY 27/28	\$ _____	\$ _____	\$ _____
Four	FY 28/29	\$ _____	\$ _____	\$ _____
Five	FY 29/30	\$ _____	\$ _____	\$ _____

If State regulatory fees change the cost shall be adjusted and billed without requiring a change to the contract.

FOURTH: In consideration of disposal site agreement to accept and dispose of waste generated by streetsweeping an additional fee schedule shall apply to city owned streetsweeper which would contain qualified waste as generated from the city's street sweeping system that will meets all EPA, and DEQ regulations.

YEAR	PERIOD	PER TON	STATE FEE	TOTAL
One	FY 25/26	\$ _____	\$ _____	\$ _____
Two	FY 26/27	\$ _____	\$ _____	\$ _____
Three	FY 27/28	\$ _____	\$ _____	\$ _____
Four	FY 28/29	\$ _____	\$ _____	\$ _____
Five	FY 29/30	\$ _____	\$ _____	\$ _____

If State regulatory fees change the cost shall be adjusted and billed without requiring a change to the contract.

FIFTH: The contractor shall provide a site to be used by Del City Citizens after providing proof of residency to Landfill Operations, to bring "solid waste" inclusive of all domestic and construction wastes for their use Monday through Friday from 6:00 am until 5:30 pm and Saturdays from 7:00 am through 12:00 pm. Pad site shall be easily accessible, and reasonably clean. The charge for such services shall be collected at landfill.

UNIT PRICES SHALL INCLUDE ANY AND ALL MISCELLANEOUS FEES AND CHARGES REQUIRED BY THE LANDFILL WITH THE EXCEPTION OF THE MANDATORY STATE REGULATORY TIPPING/FLOW FEE WHICH WILL BE AN ADDITIONAL CHARGE.

	UNIT PRICE
Pickup truck load (6 feet by 8 feet loaded to the top of the pickup cab)	\$ _____
Trailer (less than 16 feet)	\$ _____
Trailer (16 feet or greater)	\$ _____
Truck (one ton or greater)	\$ _____

If State regulatory fees change the cost shall be adjusted without requiring a change to the contract.

SIXTH: MULTI-YEAR CONTRACTS / FUNDING OUT CLAUSE

Multi-year contracts are subject to appropriation of funds by Council/Trustees. Should funds not be available, the vendor will be given thirty (30) days notice of non funds and the contract will be terminated/cancelled without recourse by the vendor.

TERM: This shall be a multi-year contract not to exceed five (5) years. The original contract period for FY 2025/2026 with the option to renew for four (4) consecutive fiscal years.

SEVENTH: Disposal Site shall accept solid wastes at its location notwithstanding breakdown of equipment. In the event of fire at the disposal site, which curtails or hinders operation at the locations, the Disposal Site shall take immediate steps to resume operations. In the event of an occurrence where-by Disposal Site is unable to resume operations within a reasonable time as deemed necessary for the preservation of the health, safety and welfare of the DCMSA, to be determined by the DCMSA, then the DCMSA may with 72 hours written notice, declare this contract terminated.

EIGHTH: The DCMSA may deliver solid wastes to the Disposal Site's location _____ hours a day _____ days a week, Monday through _____, unless the DCMSA, by notice to the Disposal Site, makes special arrangements with the Disposal Site with 10 days notice to keep the site open to receive solid wastes, in which event Disposal Site shall accommodate the DCMSA.

NINETH: *The DCMSA shall deliver solid wastes in self-unloading motor vehicles. In the event that the DCMSA utilizes some other motor vehicles, the charge therefore shall be mutually agreed upon, based on special handling consideration, prior to the change of motor vehicle. The Disposal Site shall operate in the orderly conduct of its business and shall not unduly delay the unloading of the DCMSA's vehicles for reason of rate dispute or any other reason or execution of these contract provisions.*

TENTH: *All solid wastes received by the Disposal Site shall be disposed of in a sanitary, inoffensive manner outside of the DCMSA boundaries in strict accordance with all applicable Federal, State, County and local laws, ordinances, rules and regulations. The Disposal Site shall, at its own expense, take out and maintain all necessary permits from Federal, State, County, Municipal or any other public authorities.*

ELEVENTH: *The Disposal Site shall issue each collection vehicle a serialized, numbered, carbon copy invoice of date, DCMSA truck number, truck capacity of tons empty and loaded, upon disposal of each truck load at the Disposal Site. Said tickets shall be same as submitted as stated to the DCMSA in the manner established in part two of this contract.*

TWELFTH: *The DCMSA may make inspections of the Disposal Site's operations through designated personnel during business hours.*

THIRTEENTH: *The Disposal Site shall furnish all labor, tools, and equipment necessary for the operations of the contract and shall be responsible for all required maintenance thereof. Supervision by an experienced and qualified person shall be provided at all times the operations are in use.*

FOURTEENTH: *The Disposal Site shall at all times during the term of this contract maintain in full force and effect employers liability, workers compensation, public liability and damage insurance, and including contractual liability coverage for the provisions of this agreement. All insurance shall be by insured's licensed to do business in the State of Oklahoma for policy limits acceptable to the DCMSA, and before commencement of any work hereunder, Disposal Site agrees to furnish the DCMSA certificates or other evidence satisfactory to the DCMSA to the effect that such insurance has been procured and is in force. Before the expiration of any insurance policy, the contractor shall provide the DCMSA with new certification or other satisfactory evidence of the contractor's holding such insurance. The certifications shall contain the following expressed obligations:*

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in the policy affecting the certificate holder ninety days prior written notice will be given the certificate holder."

For purpose of this contract, the Disposal Site shall carry the following types of insurance in the minimum limits specified:

Coverage

Workmen's Compensation
Employer's Liability
Bodily Injury Liability
(except automobile)
Property Damage Liability

Excess Umbrella Liability

Limits of Liability

Statutory
\$500,000.00
\$1,000,000.00 aggregated
(each occurrence)
\$500,000.00
(each occurrence)
\$500,000.00
(each occurrence)

The DEL CITY MUNICIPAL SERVICES AUTHORITY SHALL BE LISTED AS ADDITIONAL INSURED ON SAID POLICIES.

FIFTEENTH: Disposal Site shall not discriminate in connection with the performance of the contract against any person, firm, or employees on account of race, religion, age or national origin.

SIXTEENTH: The Disposal Site will indemnify, hold harmless, and exempt the DCMSA, its officers, agents, servants and employees, from and against any and all suite, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the contractor, its officers, agents, servants and employees; provided however, that Disposal Site shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act of omission by the DCMSA, its officers, agents, servants and employees.

SEVENTEENTH: The DCMSA shall not accept solid waste from any other municipality or regional wastes disposal district.

EIGHTEENTH: Transfer of this contract shall not be made in whole or part without the expressed written consent of the DCMSA. In the event of any assignment, the assignee shall assume the liability of Disposal Site.

NINETEENTH: The Disposal Site's legal ownership of refuse becomes valid at the moment of entering Disposal Site's location, owned and operated by the Disposal Site. Upon entrance in the landfill area, the Disposal Site will thereafter hold harmless any liability and responsibility to the DCMSA.

TWENTIETH: The contents of this agreement are not to be in conflict with any City Ordinance, State, or Federal law, rule or regulation.

In the event any portion thereof be found to be in conflict as aforesaid, it shall be deemed null and void and of no effect, but shall not affect those portions of the contract not so affected if substantial compliance can be maintained. If, in the determination of the DCMSA, substantial compliance cannot be maintained, then the entire contract shall be deemed null and void, and of no effect, and 30 days notice of said termination shall be given Disposal Site. Said determination by the DCMSA shall be binding.

TWENTY-FIRST: Any notice or other communication relating to this contract shall be deemed to have been duly given if in writing and sent by prepaid certified mail to such address as shall have been designated by notice from the addressee or, if no such designation shall have been made, then, in the case of the Disposal Site to:

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

and in the case of the DCMSA to:

City Manager, City of Del City
City Hall
3701 SE 15th
Del City, OK 73115

TWENTY-SECOND: In the event Disposal Site fails to operate under the term of this contract or any portion thereof in a satisfactory manner in accordance with this contract and generally accepted practices, then the DCMSA, after 30 days written notice, may terminate this contract and assume no liability except for amounts legally due and owing as of the date of termination.

In the event of notice of termination, Disposal Site may appear before the governing body, but such determination of termination by the DCMSA shall be binding and final, and the DCMSA shall be free to negotiate with other contractors for said services. Such contract with another contractor shall not release Disposal Site its liability to the DCMSA for breach of this contract.

TWENTY-THIRD: In the event Disposal Site is adjudged bankrupt, voluntarily or involuntarily, a receiver is appointed and qualifies for the operation of Disposal Site with reference to this contract or Disposal Site makes an assignment for the benefit of its creditors, then this contract shall terminate effective the date and at the time the bankruptcy petition is filed, the receiver is appointed, and qualified, or the assignment for benefit of creditors is executed.

TWENTY-FORTH: In the event some portion of the rate or amount is in dispute, said dispute shall be negotiated in good faith and settled by representatives of the parties, but said dispute will in no event interfere with the operations under the terms of the contract or the payment of those amounts not in dispute.