

# TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP #170305 Waste Management, Recycling and Sustainability Solutions

### General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

### Definitions

**PURCHASE ORDER** is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# Terms and Conditions

## Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

## Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

## Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

## **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

## **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

## **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

## **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

## **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

### **Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

### **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

### **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

## **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

## **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

## **Termination for Convenience**

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

## **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

## **Form of Agreement**

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

## **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

## **Site Requirements (when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

## **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

## **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

## **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

## **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.



## **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

## **Services**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

## **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

## **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

## **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the

TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

### **Incorporation of Solicitation**

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

## Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

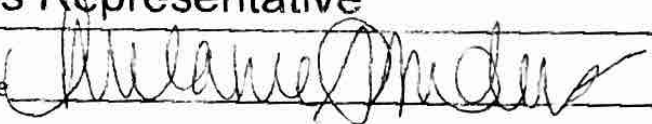


- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RFP #170305 Waste Management, Recycling and Sustainability  
Solutions

Company Name Waste Management of Texas, Inc  
Address 520 E Corporate Drive, Suite 100  
City Lewisville State TX Zip 75057  
Phone 972-623-7277 Fax 866-281-7431  
Email of Authorized Representative msanders@wm.com  
Name of Authorized Representative Melanie Sanders  
Title Education Solutions Representative  
Signature of Authorized Representative   
Date 4/18/17  
TIPS Authorized Representative Name Meredith Barton  
Title Vice-President of Operations  
TIPS Authorized Representative Signature   
Approved by ESC Region 8 Dr. David Fitts   
Date May 26, 2017

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170305 Addendum 1	Department		Floor/Room
Title	Waste Management, Recycling and Sustainability Solutions	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	3/2/2017 08:03 AM (CT)	Telephone	(866) 839-8477	Email
Close Date	4/21/2017 03:00:00 PM (CT)	Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company Waste Management of Texas, Inc  
 Address 520 E Corporate Drive  
 Suite 100  
 Lewisville, TX 75057  
 Contact Melanie Sanders  
 Department  
 Building  
 Floor/Room  
 Telephone (972) 623-7277  
 Fax  
 Email msanders@wm.com  
 Submitted 4/21/2017 09:33:25 AM (CT)  
 Total \$0.00

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

Signature Melanie Sanders

Email msanders@wm.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Response covers Texas locations ONLY. Waste Management does operate in all 50 states, but pricing will have to be provided separately outside of the TIPS agreement.
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Waste Management, Recycling and Sustainability Solutions
6	Primary Contact Name	Primary Contact Name	Melanie Sanders
7	Primary Contact Title	Primary Contact Title	Education Solutions Representative
8	Primary Contact Email	Primary Contact Email	msanders@wm.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726237277
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8662817431
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726237277
12	Secondary Contact Name	Secondary Contact Name	Liliana Castanon
13	Secondary Contact Title	Secondary Contact Title	Customer Service Coordinator
14	Secondary Contact Email	Secondary Contact Email	lcastanon@wm.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	866-921-8297
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	866-281-7431
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Melanie Sanders
19	Admin Fee Contact Email	Admin Fee Contact Email	msanders@wm.com

20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726237277
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Melanie Sanders
22	Purchase Order Contact Email	Purchase Order Contact Email	msanders@wm.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726237277
24	Company Website	Company Website (Format - www.company.com)	www.wm.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-1223528
26	Primary Address	Primary Address	520 E Corporate Drive, Suite 100
27	Primary Address City	Primary Address City	Lewisville
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	75057
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	trash removal, waste removal, recycling, sustainability, recycling education
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes

41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	1
44	Years Experience	Company years experience in this category?	50
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(___ Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	12 months
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
49	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686  You may find the Blank CIQ form on our website at:  Copy and Paste the following link into a new browser or tab: <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a>  Do you have any conflicts under this statutory requirement?	No
50	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	
51	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes



52 Regulatory Standing

Regulatory Standing explanation of no answer.

53 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

55 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Yes

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

56 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).  
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)  
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 57 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 58 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 59 2 CFR PART 200 (B) Termination Yes
- Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

60	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

63	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	No



Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.  
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:  
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.  
Funding out Clause:  
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.  
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

78 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:  
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

- |    |  |   |     |
|----|--|---|-----|
| 81 | Solicitation Exceptions/Deviations Explanation | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> |     |
| 82 | Agreement Deviation/Compliance                 | Does the vendor agree with the language in the Vendor Agreement?  | Yes |
| 83 | Agreement Exceptions/Deviations Explanation    | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>   |     |

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Line Items

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Response Total: \$0.00

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## TIPS – The Interlocal Purchasing System

Region 8 Education Service Center | 4845 US Hwy 271 North | Pittsburg, Texas 75686

Date: May 26, 2017

RE: 170305 – Waste Management, Recycling and Sustainability Solutions (Addendum 1)

Addendum 1 was issued 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP. There were no other changes made to the RFP.

*Sarah Bond*

Sarah Bond  
Contracts Compliance Specialist

Screen shot from TIPS eBid System, showing history of RFP 170305 – Waste Management, Recycling and Sustainability Solutions

Bid Audit History		
<a href="#">Return</a>		
Date	Line	Description
4/24/2017 11:26 AM (CT)	Header	Bid request unsealed by SBOND TIPS.
4/21/2017 03:00 PM (CT)	Header	Bid request closed by the system.
4/7/2017 12:00 PM (CT)	Header	Addendum issued by the system.
4/7/2017 12:00 PM (CT)	Header	Addendum published by RPOWELLTIPS. Reason: TIPS added an upload section for the Pricing Spreadsheet #2. Both pricing spreadsheets are required.
4/7/2017 11:57 AM (CT)	Header	Bid Request Information Copied from Bid '170305' by RPOWELLTIPS.
3/2/2017 08:03 AM (CT)	Header	Bid request issued by the system.
2/28/2017 09:29 AM (CT)	Header	Bid request published by RPOWELLTIPS. - Issue time adjusted by the system to balance workload.
2/28/2017 09:02 AM (CT)	Header	Bid Request Information Copied from Bid '444444' by RPOWELLTIPS.
2/28/2017 09:02 AM (CT)	Header	Bid Request created by RPOWELLTIPS.
Items 1-9 shown of 9		
Addendum Audit History		
<a href="#">Return</a>		
Date	Line	Description
4/7/2017 11:57 AM (CT)	Header	Addendum 1 created for bid '170305' by RPOWELLTIPS.
Items 1-1 shown of 1		

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Dallas ISD	Toya Hunter	<a href="mailto:toyhunter@dallasisd.org">toyhunter@dallasisd.org</a>	972-925-5081
Fort Worth ISD	Courtney Carroll	<a href="mailto:courtney.carroll@fwisd.org">courtney.carroll@fwisd.org</a>	817-871-3073
San Antonio ISD	Reynaldo Almaraz	<a href="mailto:ralmaraz@saisd.net">ralmaraz@saisd.net</a>	210-227-0175
Harlandale ISD	Hector Rodriguez	<a href="mailto:hector.rodriguez@harlandale.net">hector.rodriguez@harlandale.net</a>	210-989-4800
Southwest ISD	Diana Todd	<a href="mailto:dtodd@swisd.net">dtodd@swisd.net</a>	210-622-4370

## Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

### Waste Management of Texas, Inc

520 E Corporate Dr, Ste 100, Lewisville, TX 75057

Name/Address of Organization

Melanie Sanders / Education Solutions Representative

Name/Title of Submitting Official

  
Signature

4/18/17

Date



## PROCUREMENT

### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award / loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

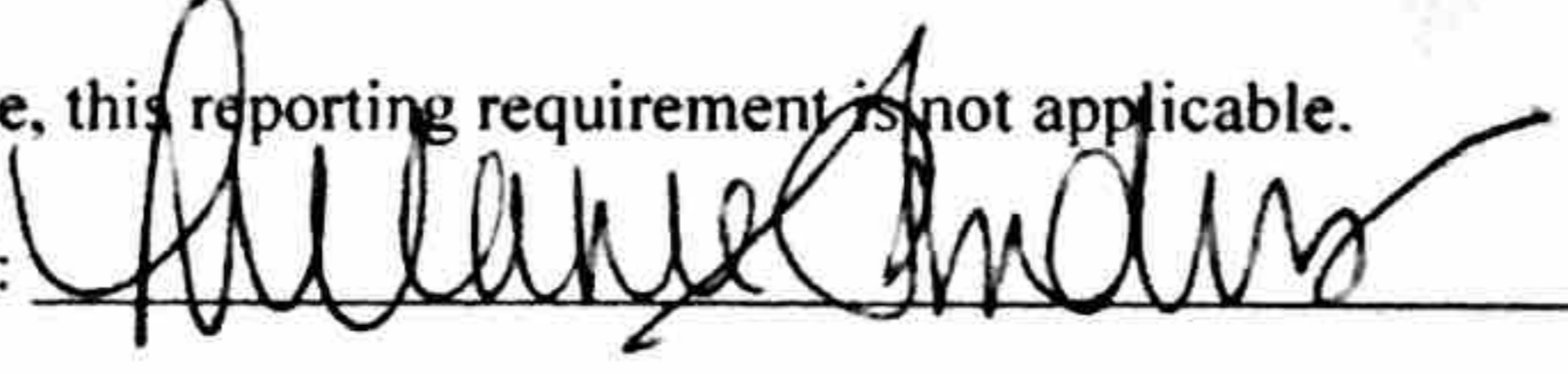
Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: **Melanie Sanders**  
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.  
Signature of Authorized Company Official: 

B. My firm is not owned nor operated by anyone who has been convicted of a felony:  
Signature of Authorized Company Official: \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:  
Name of Felon(s): \_\_\_\_\_  
Details of Conviction(s): \_\_\_\_\_  
\_\_\_\_\_  
Signature of Authorized Company Official: \_\_\_\_\_

**CERTIFICATION BY CORPORATE OFFERER**

**IF OFFERER IS A CORPORATION,**  
**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF**  
**PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** Waste Management of Texas, Inc  
(Name of Corporation)

I, Melanie Sanders certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

**named as OFFERER herein above; that**

Melanie Sanders  
(Name of person who completed proposal document)

**who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as**

Education Solutions Representative  
(Title/Position of person signing proposal/offer document within the corporation)

**of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.**

\_\_\_\_\_  
CORPORATE SEAL

Melanie Sanders  
SIGNATURE

4/18/17  
DATE

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)**

YES or NO

**2. If yes, do you agree to comply with the following federal requirements? (Circle one)**

YES or NO

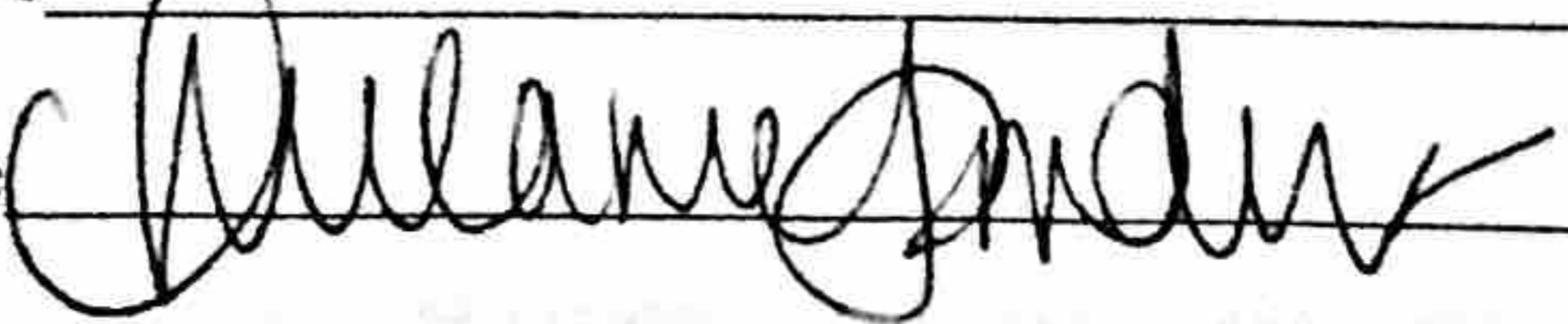
2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Waste Management of Texas, Inc

Print name of authorized representative Melanie Sanders

Signature of authorized representative 

Date 4/18/17

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.**

**CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552**

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must** make a **copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**I DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Waste Management of Texas, Inc  
Name of company claiming confidential status of material

Melanie Sanders, Education Solutions *Melanie Sanders*  
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

520 E Corporate Dr Ste 100 Lewisville TX 79057  
Address City State ZIP Phone (972) 623-7271

ATTACHED ARE COPIES OF 1 PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

\* PAGE 17 of WM RESPONSE TO TIPS 2017

**Express Waiver: I desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Notice to Vendors Conflict of Interest  
Disclosure Statements Texas Local  
Government Code, Chapter 176**

Vendors are required to file a Conflict of Interest Questionnaire (Form CIQ) with the ESC 8/TIPS, if an employment or business relationship or family relationship exists between the vendor and a local government officer ("LGO") of the ESC 8/TIPS or a family member of the LGO. THERE ARE POTENTIAL CRIMINAL PENALTIES FOR FAILURE TO COMPLY WITH TEX. LOCAL GOVT. CODE CHAPTER 176. Certain terms used herein are defined in Chapter 176. Vendors are encouraged to review and become familiar with all disclosure requirements of Chapter 176 and Form CIQ. The information contained herein is for information purposes only and shall not be construed as legal advice. "Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent (including an employee) of a vendor.

**A vendor is required to file a completed Form CIQ if the vendor has a business relationship with Education Service Center Region 8 (TIPS) and:**

1. has an employment or other business relationship with a Local Government Officer ("LGO") of the ESC 8/TIPS, or a family member of the LGO;
2. has given a LGO of the ESC 8/TIPS or a family member of the LGO, one or more gifts that have the aggregate value of more than \$100 in the 12-month period specified in Loc. Govt. Code Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
3. has a family relationship with a LGO of the ESC 8/TIPS.

**Form CIQ must be filed with the appropriate ESC 8/TIPS records administrator:**

1. Not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the district or ESC 8/TIPS; or
    - (B) submits to the district or ESC 8/TIPS an application, response to a request for proposals or bids, correspondence, or other writing related to a potential contract with the District or ESC 8/TIPS; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a LGO, or a family member of the LGO;
    - (B) that the vendor has given one or more gifts described above; or
    - (C) of a family relationship with a LGO.
2. The vendor also shall file an updated completed questionnaire (Form CIQ) not later than the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire in complete or inaccurate

**Local Government Officers (LGOs) of the Education Service Center Region 8 (TIPS) may be found at:**

[http://www.reg8.net/106311\\_2](http://www.reg8.net/106311_2)

1. **Executive Director of Education Service Center Region 8 is Dr. David Fitts.**
2. **An agent (including an employee) of Service Center Region 8 who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.**

If you are required to file a Conflict of Interest Questionnaire (Form CIQ), send the completed form to Richard Powell, Service Center Region 8 at [Rpowell@reg8.net](mailto:Rpowell@reg8.net) or address to 4845 US Hwy 271 North, Pittsburg, Texas 75686.



## TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

PERMIT FOR MUNICIPAL  
SOLID WASTE MANAGEMENT SITE  
issued under provisions of Texas  
Health & Safety Code Ann.  
Chapter 361 (Vernon)

Permit No. MSW-1025B

Name of Permittee                      Waste Management of Texas, Inc.  
and    1600 Railroad Street  
Site Owner:                                 Lewisville, Texas 75067

Facility Name:                             DFW Recycling and Disposal Facility

Classification of Site:                    Type I Municipal Solid Waste Management Facility

Wastes to be Accepted:                Municipal Solid Waste, Class 2 Industrial Waste, Class 3 Industrial  
Waste and Special Waste.

The permittee is authorized to store, process, and dispose of wastes in accordance with the limitations, requirements, and other conditions set forth herein. This amended permit is granted subject to the rules and Orders of the Commission and laws of the State of Texas. Nothing in this permit exempts the permittee from compliance with other applicable rules and regulations of the Texas Natural Resource Conservation Commission. This permit will be valid until canceled, amended, or revoked by the Commission, or until the site is completely filled or rendered unusable, whichever occurs first.

APPROVED, ISSUED AND EFFECTIVE in accordance with 30 Texas Administrative Code Chapter 330.

ISSUED DATE: NOV 04 1999

  
\_\_\_\_\_  
For the Commission



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Waste Management of Texas, Inc.  
DFW Recycling and Disposal Facility  
Permit N<sup>o</sup>. MSW 1025-B

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I. Size and Location of Facility

- A. This Type I Municipal Solid Waste Management Facility is located on a 408.555 acre parcel and being all of Lots 1, 2 & 3, Block A, D/FW Recycling & Disposal Facility Addition as recorded in Cabinet L, Page 346, Plat Records, Denton County, Texas. In the City of Lewisville, approximately 2.25 mile east southeast of the intersection of IH-35E and State Highway 121, bounded on the east by the Elm Fork of the Trinity River, and on the south by Hebron Parkway.
- B. The legal description is contained in Part I of the Permit Application.
- C. Coordinates and Elevation of Site Permanent Benchmark:

Latitude: 33° 01' 07.87006" N  
Longitude: 96° 57' 32.67073" W  
Elevation: 454.55 feet above Mean Sea Level

The location of the permanent benchmark is shown on Attachment 1 of Part III of permit Attachment A.

II. Facilities and Operations Authorized

- A. Days and Hours of Operation

The operating hours of this municipal solid waste facility shall be 24 hours per day.

- B. Wastes Authorized at this Facility

The permittee is authorized to dispose of municipal solid waste resulting from or incidental to municipal, community, commercial, institutional, and recreational activities; municipal solid waste resulting from construction or demolition projects, and certain Class 2 industrial solid waste, Class 3 industrial solid waste, and special waste that are properly identified. The acceptance of Class 2 industrial solid waste, Class 3 industrial solid wastes, and/or special wastes is contingent upon such waste being handled in accordance with 30 TAC §§330.136 and 330.137, and in accordance with the listed and described procedures in the permit application, subject to the limitations and special provisions provided herein.

C. Wastes Prohibited at This Facility

The permittee shall comply with the waste disposal restrictions set forth in 30 TAC §330.5(e) - General Prohibitions - Waste Restrictions.

D. Waste Acceptance Rate

Solid waste may be initially accepted for disposal at this site at a rate of 13,986 cubic yards per day, but not limited to this amount.

E. Waste Volume Available for Disposal

Total available waste disposal capacity, that volume between the top of the protective cover of the liner and the bottom of the final cover, of the landfill is 57,268,200 in-place cubic yards.

F. Facilities Authorized

The permittee is authorized to operate the following facilities related to disposal subject to the limitations contained herein. All waste disposal activities subject to permitting are to be confined to the following facilities, which shall include units, structures, appurtenances, or improvements:

1. A Type I municipal solid waste landfill with a total landfill waste disposal capacity as provided in Provision II.E of this permit.
2. Access roads, scales, gate house, dikes, berms and temporary drainage channels, permanent drainage structures, stormwater management ponds, sediment ponds, liners, groundwater monitor-well system, landfill gas management systems, contaminated water management systems, a liquid waste stabilization unit, a landfill gas waste to energy facility, and other improvements, shall be built, operated, and/or maintained in accordance with the conditions of this permit and Parts I-IV of the Permit Application and shall be managed in a manner to protect human health and the environment.
3. Storage, Processing and Treatment Facilities:
  - a. Bulk Liquid Stabilization Processing in accordance with the Bulk Liquid Stabilization Processing Operating Plan within Part IV, The Site Operating Plan, of this permit Attachment A.

- b. Disposal of Regulated Asbestos Containing Material (RACM) in accordance with Part IV, The Site Operating Plan, of this permit Attachment A.
- c. The use of petroleum contaminated soils as Alternate Daily Cover in accordance with the Alternate Daily Cover Operating Plan (ADCOP) within Part IV, The Site Operating Plan, of this permit Attachment A.
- d. Gas Recovery Facility in accordance with the Gas Recovery Operating Plan located within Part IV, The Site Operating Plan, of this permit Attachment A.
- e. Whole used and scrap tires may be accepted for collection for off-site recycling and/or splitting, chipping, or shredding in accordance with Part IV, The Site Operating Plan, of this permit Attachment A..

G. Changes, Additions, or Expansions

Any proposed facility changes must be authorized in accordance with Texas Natural Resource Conservation Commission (TNRCC) permit amendment or modification rules, 30 TAC Chapter 305, Consolidated Permits, and 30 TAC Chapter 330 Municipal Solid Waste.

III. Facility Design, Construction, and Operation

- A. Facility design, construction, and operation must comply with this permit, Commission Rules, including 30 TAC §§330.111-330.139 -Subchapter F - Operational Standards for Solid Waste Land Disposal Sites, and Special Provisions contained in this permit and must comply with Parts I-IV of this permit Attachment A for design, construction, and operation.
- B. The entire waste management facility shall be designed, constructed, operated, and maintained to prevent the release and migration of any waste, contaminant, or pollutant beyond the point of compliance as defined in 30 TAC §330.2 and to prevent inundation or discharge from the areas surrounding the facility components. Each receiving, processing, and disposal area shall have a containment system that will collect spills and incidental precipitation in such a manner as to:
  - 1. preclude the release of any contaminated runoff, or spills;

2. prevent washout of any waste by a 100-year storm; and
  3. prevent run-on into the disposal areas from off-site areas.
- C. The site shall be designed and operated so as not to cause a violation of:
1. the requirements of the Texas Water Code, §26.121;
  2. any requirements of the Federal Clean Water Act, including, but not limited to, the National Pollutant Discharge Elimination System (NPDES) requirements, §402 as amended;
  3. the requirements under the Federal Clean Water Act, §404, as amended; and
  4. any requirement of an area wide or statewide water quality management plan that has been approved under the Federal Clean Water Act, §208 or §319, as amended.
- D. All leachate, gas condensate, and working-face contaminated water shall be handled, stored, treated, disposed of, and managed in accordance with 30 TAC §330.55(b)(6), 30 TAC §330.56(o)(2)-(4), 30 TAC §330.139 and in accordance with the provisions of Part III, Attachment 15 - Leachate and Contaminated Waste Plan, of permit Attachment A by one or more of the following methods:
1. Discharge to an authorized Publicly Owned Treatment Works (POTW) or commercial treatment facility in accordance with existing NPDES permits and other required discharge permits. Pretreatment of leachate may be performed, if required by such permit;
  2. Discharge from an on-site treatment facility in accordance with NPDES permits and other required permits;
  3. Recirculation or re-introduction of leachate and/or gas condensate into the waste mass in accordance with procedures described in Part III, Attachment 15 - Leachate and Contaminated Waste Plan, of permit Attachment A. This method can only be utilized over those portions of the facility that has a composite liner system and leachate collection system as prescribed in 30 TAC §330.200(a)(2) in place in accordance with 30 TAC §330.5(e)(6)(A)(ii) - General Prohibitions, and in accordance with procedures described in Part IV, The Site Operating Plan, of permit Attachment A.;

4. Evaporation of collected liquid in accordance with procedures described in Part III, Attachment 15 - Leachate and Contaminated Waste Plan, of permit Attachment A;
5. Solidification of leachate and/or gas condensate with disposal of solidified material into the landfill in accordance with procedures described in Part IV, The Site Operating Plan, of permit Attachment A, and pursuant to the procedures described in 30 TAC §330.136(b)(7) - Special Waste Disposal - Liquid Waste Disposal; and,
6. Other methods as approved by 30 TAC §305.70 - Permit Modifications.

E. Liner

1. All bottoms and sides of landfill cells shall serve as barriers to waste and leachate movement.
2. The minimum elevation of waste disposal for the entire facility is 416 feet above mean sea level (msl).

F. Leachate Collection System

1. The leachate collection system shall be designed and constructed in accordance with 30 TAC §330.200(a)(2) - Design Criteria, and 30 TAC §330.201 - Leachate Collection System.
2. Leachate collection system shall be constructed and maintained in accordance with Part III, Attachment 6 - Ground-water and Surface Water Protection Plan, Attachment 10 - Soil Liner Quality Control Plan (SLOCP); and Attachment 15 - Leachate and Contaminated Water Plan, and Part IV - The Site Operation Plan of the permit Attachment A.
3. Temporary or permanent leachate collection system components not within the confines of the landfill liner system shall provide for containment and collection of spills.
4. The leachate collection system shall be constructed, operated, and maintained to remain functional for the life of the municipal solid waste facility and throughout the post-closure care period.

G. Above-Grade Waste Placement

1. All waste deposited above grade shall be limited to the grades and elevations shown in Part III, Attachment 2 - Fill Cross-Section , and Attachment 7 - Final Contour Map of the permit Attachment A.
2. The maximum elevation of waste disposal shall be 621 feet above mean sea level (msl), as shown in Part III, Attachment 2 - Fill Cross-Section of the permit Attachment A.
3. The maximum elevation of the final cover shall be 623 feet above mean sea level (msl), as shown in Part III, Attachment 2 - Fill Cross-Section of the permit Attachment A.
4. Top dome and side embankment slopes of all above-grade waste disposal portions of the landfill shall be constructed to the grades and elevations as shown in Part III, Attachment 2 - Fill Cross-Section , and Attachment 7 - Final Contour Map of the permit Attachment A.

H. Landfill development and construction sequencing of below-grade, aerial fill areas, and site appurtenances shall be performed as shown in Part III, Attachment 1 - Site Layout Plan, and Attachment 6 - Ground-water and Surface Water Protection Plan and Drainage Plan of permit Attachment A.

I. Final Cover

1. The final cover shall serve as a barrier to waste, leachate, and gas migration and shall also limit the infiltration of rainfall.
2. The final cover system shall be designed and constructed in accordance with 30 TAC §330.253 - Closure Requirements for MSWLF Units That Receive Waste on or after October 9, 1993 and MSW Sites and Part III, Attachment 1 - Site Layout Plan, Attachment 2 - Fill Cross-Section, Attachment 7A - Final Contour Map - Cover System Details, and Attachment 12 - Final Closure Plan of permit Attachment A.
3. Temporary erosion and sedimentation control measures shall remain functional until the permanent vegetative cover has become established or as required to control erosion on areas having completed final cover throughout the post-closure care period in accordance with Part III, Attachment 6 -

Ground-water and Surface Water Protection Plan and Drainage Plan, erosion and sedimentation control plan.

J. Landfill Gas Management Facilities

1. An active gas collection system will be used at this landfill. The landfill gas system will be designed and operated in accordance with 30 TAC §330.56(n) - Landfill Gas Management Plan as shown in Part III, Attachment 14 - Landfill Gas Management Plan of the Permit Application.
2. A landfill gas detection system will be installed to detect off-site subsurface migration and for methane detection within facility structures. This will be accomplished by a perimeter network of methane monitoring probes. The approximate design and location of the methane gas probes is provided for in Part III, Attachment 14 of permit Attachment A. At a minimum, the probes shall be sampled quarterly by appropriately trained persons.

K. Ground Water Monitoring Facilities

1. The ground water monitoring system shall be constructed in accordance with Part III, Attachments 4 and 5 - Geology Report and Ground-water Characterization Report of permit Attachment A. The ground water monitoring system shall be used to monitor the quality of ground water in the uppermost aquifer in accordance with 30 TAC §330.231 (Ground Water Monitoring Systems).
2. Ground water monitoring wells shall be installed according to the sequence defined in Part III, Attachment 11 - Ground-water Sampling and Analysis Plan (GWSAP) of permit Attachment A.
3. Monitor wells will be sampled in accordance with a monitoring program defined in 30 TAC §330.233, and Part III, Attachment 11 - Ground-water Sampling and Analysis Plan (GWSAP) of permit Attachment A. The frequency of ground water sampling and reporting of data collected from each sampling event shall be in accordance with 30 TAC §330.234.

- L. Markers shall be placed and maintained on-site at this facility in accordance with 30 TAC §330.55(b)(10) (Site Development Plan - Markers), 30 TAC §330.122 (Landfill Markers and Benchmark), and Part III of permit Attachment A.



- M. Ballast Evaluation Reports (BERs), Soil Liner Evaluation Reports (SLERs), and Flexible Membrane Liner Evaluation Reports (FMLERs) shall be submitted to the TNRCC for evaluation and approval in accordance with 30 TAC Sections 330.203 - Special Conditions (Liner Design Considerations), 330.205 - Soils and Liner Quality Control Plan and 330.206 - Soils and Liner Evaluation Report (SLER) and Flexible Membrane Liner Evaluation Report (FMLER).
- N. Runoff shall be managed in accordance with 30 TAC §330.55(b)(3) from the active portion, as described in 30 TAC §330.133(b), that runoff shall be considered as contaminated water that has come in contact with solid waste. Contaminated water shall be managed in accordance with 30 TAC §330.56(o) (Attachment 15 - Leachate and Contaminated Water Plan) and as described in Part III, Attachment 15 - Leachate and Contaminated Water Management Plan of permit Attachment A.
- O. All facility employees and other persons involved in facility operations shall be qualified, trained, educated, and experienced to perform their duties so as to achieve compliance with this permit. The permittee shall comply with 30 TAC §330.52(b)(9) - Technical Requirements of Part I of the Application - Evidence of Competency, and as described in Part I in Attachment A to this permit. The permittee shall further ensure that personnel are familiar with safety procedures, contingency plans, the requirements of the Commission's rules and this permit, commensurate with their levels and positions of responsibility, in accordance with the, Part III, the Site Development Plan and, Part IV, the Site Operating Plan of permit Attachment A.

#### IV. Financial Assurance

- A. General. Authorization to operate the facility is contingent upon compliance with provisions contained within the permit and maintenance of financial assurance in accordance with 30 TAC Chapter 330, Subchapter K - Financial Assurance.
- B. Closure Care Cost Estimates. Within 60 days after issuance of this permit amendment, the permittee shall provide financial assurance instrument(s) for demonstration of closure care in an amount determined as described in Provision IV.C. of this permit. The Closure Cost estimate of \$11,729,468 in 1998 dollars is based on estimates as described in Part III Attachment 8 - Closure and Post-Closure Cost Estimate and Attachment 12 - Closure Plan in Attachment A to this permit.
- C. Closure and Post-Closure Financial Assurance. The amount of financial assurance for closure and post-closure must be posted in one of the following amounts:

1. In an amount equal to closing the largest area of the landfill ever requiring closure at any time during the active life of the unit, as described in the Attachment A to this permit and pursuant to 30 TAC Section 330.253.
2. In an amount equal to closing an entire unit(s) pursuant to 30 TAC Section 330.253.
3. In an amount equal to closing a partial unit(s) contingent upon, at a minimum, placement of a certified final cover system pursuant to 30 TAC Section 330.253(e).

D. Post-Closure Care Cost Estimates. Within 60 days after issuance of this permit amendment, the permittee shall provide financial assurance instrument(s) for demonstration of post-closure care in an amount determined as described in Provision IV.C. of this permit. The Post-Closure Cost estimate of \$1,640,010 in 1998 dollars is based on estimates as described in Part III Attachment 8 - Closure and Post-Closure Cost Estimate and Attachment 13 - Post Closure Plan in Attachment A to this permit.

E. The owner and/or operator shall annually adjust closure and/or post-closure care cost estimates for inflation within 60 days prior to the anniversary date of the establishment of the financial assurance instrument pursuant to 30 TAC Sections 330.281 and 330.283, as applicable.

F. Modifications. If the facility's closure and/or post-closure care plan is modified, the permittee shall provide new cost estimates in current dollars, which meet the requirements of Provision IV.C., pursuant to 30 TAC Section 305.70 and shall adjust financial assurance in accordance with any financial assurance regulation that is adopted by the TNRCC subsequent to the issuance of this permit, and in compliance with the provisions contained within this permit.

V. Facility Closure

Closure shall commence:

1. Upon direction by the Executive Director of the TNRCC for failure to comply with the terms and conditions of the permit or violation of State or Federal regulations;
2. Upon abandonment of the site;

3. Upon direction of the Executive Director for failure to secure and maintain an adequate bond or other financial assurance as required; or,
4. Upon permittee's notification to the Commission that the landfill will no longer operate.

VI. Site Completion and Closure

The landfill shall be completed and closed in accordance with 30 TAC §330.250 - Closure and Post-Closure Applicability and 30 TAC §§330.253 - 330.256 - Closure and Post-Closure Plans. Upon closure, the permittee shall submit to the Executive Director documentation of closure as set out in 30 TAC §330.253 - Closure Requirements for MSWLF Units That Receive Waste on or after October 9, 1993 and MSW Sites. Post-closure construction and maintenance shall be conducted in accordance with Part III, Attachment 13 - Post-Closure Care Plan of permit Attachment A for a period of 30 years or as otherwise determined by the Executive Director pursuant to 30 TAC §254 - Post-Closure Care Maintenance Requirements.

VII. Standard Permit Conditions

- A. Parts I-IV, as described in 30 TAC §330.51(a), which comprise the Permit Application for Permit N<sup>o</sup> MSW 1025-B are hereby made a part of this permit as Attachment A. The permittee shall maintain Parts I-IV and Part V, as described in 30 TAC §330.51(a), at the facility and make them available for inspection by TNRCC personnel.
- B. Attachment B, consisting of minor amendments, modifications, and corrections to this permit, is hereby made a part of this permit.
- C. The permittee shall comply with all conditions of this permit. Failure to comply with any permit condition may constitute a violation of the permit, the rules of the Commission, and the Texas Solid Waste Disposal Act and is grounds for an enforcement action, revocation, or suspension.
- D. A preconstruction conference shall be held pursuant to 30 TAC §330.64(d) prior to beginning any construction within permit boundary that was not already constructed pursuant to the prior permit.
- E. The permittee shall monitor sediment accumulation in ditches and culverts on a quarterly basis, and remove sedimentation to re-establish the design flow-line grades

on an annual basis or more frequently if reasonably necessary to maintain the design flow.

- F. In accordance with 30 TAC §330.7(a) prior to beginning disposal operations on any portion of the site, the permittee shall record in the Denton County deed records a metes and bounds description of all portions within the permit boundary on which disposal of solid waste has and/or will take place, and leases for the tracts of land in which the permittee does not currently hold a fee simple interest. Leases shall provide that the permittee shall have the right of access to the property for the purpose of maintenance and inspection until the post-closure maintenance period expires. A certified copy of the recorded document(s) shall be provided to the Executive Director prior to accepting waste in new areas granted by this amendment.
- G. Daily cover of waste fill areas shall be performed with clean soil that has not been in contact with waste, or with approved alternate daily cover. Intermediate cover, run-on, and run-off controls shall not be constructed from soil that has been scraped up from prior daily cover or containing waste.
- H. During construction and operation of the facility, measures shall be taken to control runoff, erosion, and sedimentation from disturbed areas. Erosion and sedimentation control measures shall be inspected and maintained at least monthly. Erosion and sedimentation controls shall remain functional until disturbed areas are stabilized with established permanent revegetation. The permittee shall maintain the on-site access road and speed bumps/mud control devices in such a manner as to minimize the buildup of mud on the access road and to maintain a safe road surface. The tracking of mud off-site onto any Public Right-of-Way shall be minimized.
- I. In complying with the requirements of 30 TAC §330.123 (Materials Along the Route to the Site), the permittee shall consult with the local District Office of the Texas Department of Transportation or other authority responsible for road maintenance, as applicable, to determine standards and frequencies for litter and mud cleanup on state or county maintained roads serving the site.
- J. The permittee shall comply with 30 TAC §330.131 (Abandoned Oil and Water Wells) as appropriate. The permittee shall submit plugging reports for all wells located in any evaluated area along with the Soil Liner Evaluation Report and Flexible Membrane Liner Evaluation Report.
- K. The permittee shall retain the right of entry onto the site until the end of the Post-Closure Care Period as required by 30 TAC §330.62(b).

- L. Inspection and entry onto the site by authorized personnel shall be allowed during the site operating life and until the end of the Post-Closure Care Period as required by §361.032 of the Health and Safety Code.
- M. The provisions of this permit are severable. If any permit provision or the application of any permit provision to any circumstance is held invalid, the remainder of this permit shall not be affected.
- N. Regardless of the specific designs contained in Parts I-IV of the Permit Application, the permittee shall be required to meet all performance standards in the permit, the permit application, or as required by local, State, and Federal laws.
- O. If differences arise between these permit provisions and incorporated Parts I-IV of the Permit Application, these permit provisions shall prevail.

VIII. Incorporated Regulatory Requirements

- A. To the extent applicable, the requirements of 30 TAC §§281, 305, and 330 are adopted by reference and are hereby made provisions and conditions of this permit.
- B. The permittee shall comply with all applicable Federal, State, and local regulations and shall obtain any and all other required permits prior to the beginning of any on-site improvements or construction approved by this permit.

IX. Special Permit Provisions

None.

**ATTACHMENT A**

**Parts I - IV of the Permit Application including  
Site Development Plan, with all the attachments, and supporting data**

ATTACHMENT B

Minor Amendments, Modifications, and Corrections  
to Permit N° MSW 1025-B

Description of Permit Change:

Permit Sections Revised:

List Items Revised in Attachment A (Parts I-IV of the Permit Application):

{NOTE: Date of Approval, Approved By, and Type of Alteration, i.e.,  
Minor amendment, Modification, or Correction.}

## Warranty Information

Waste Management of Texas, Inc provides services that utilize Waste Management owned and operated equipment and trucks. See the following preventative maintenance form regarding our processes.



# Preventative Maintenance

<i>Creation Date</i>	07/15/2003	<i>PMG Writer</i>	[NAME]	<i>SME</i>	[NAME]
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Module Notes/Updates		
<i>Date</i>	<i>Initials</i>	<i>Detail</i>
10/19/2012	BRH	Consolidated MSQA information to this module.
[XX/XX/XXXX]		[NOTE OR DETAIL]

Waste Management has a comprehensive preventative maintenance program and policy for all of its equipment. The company’s maintenance manual, which spells out the program in detail, can be made available upon request. The program is consistent with the standards and procedures recommended by the Technical Maintenance Council (TMC) of the American Trucking Association. Waste Management is an active member and resource contributor to the TMC.

Equipment reliability is managed and recorded locally. Corporate policy requires 99% equipment reliability, which is computed by total up time as a percentage of total shift operating hours to which the equipment is assigned.

Waste Management employs an internal audit program for formal review of preventative maintenance and general maintenance compliance. Our Maintenance, Safety, and Quality Assurance (MSQA) is an active program that provides the mechanism for these audits, which occur across the country continuously. This program emphasizes processes that streamline the maintenance process while generating considerable cost reductions. Waste Management’s fleet maintenance and repair costs represent a significant portion of the total Waste Management operating expense. The maintenance process and all that is involves is crucial to the safety, dependability, and profitability of the company.

MSQA processes include:	
Planning and Scheduling	Managing resources such as technician hours, in-stock parts, and shop workspace.
Preventive Maintenance Inspection (PMI)	Scheduled vehicle inspection conducted by maintenance technicians every 150 engine-hours.
Quality Control Inspection (QCI)	Fleet manager or maintenance supervisor conducts quality inspection after PMI is completed.
Driver Pre-Trip/Post-Trip Inspections	Conducted before and after trips.
MSQA Scoreboard	Visible record of daily goals and performance measurements.
Total Tire Maintenance (TTM)	Ensures proper tire pressure to maximize tread life.
Process performance standards include:	
Planning and Scheduling	A minimum of 70% of repairs are scheduled.
Preventive Maintenance Compliance	100% of PMs performed within 10% of designated intervals.
Preventive Maintenance Inspection (PMI)	Documented completion of a defined vehicle inspection about every 150 engine-hours.
Quality Control Inspection	Properly documented inspections of 10% of all PMIs completed.
Driver Pre-Trip/Post-Trip Inspections	Conducted before and after every trip.
Total Tire Maintenance (TTM)	Twice weekly documented check of tire pressures and inspection of tires for each wheel position.



## EDUCATION SOLUTIONS



### **Waste Management, Recycling and Sustainability Solutions** The Interlocal Purchasing System

April 21, 2017; 10:00 AM  
RFP #170305

Melanie Sanders, Education Solutions Representative  
msanders@wm.com | 972 623 7277



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## Executive Summary

Waste Management of Texas, Inc. is pleased to submit this proposal for waste management, recycling and sustainability solutions for TIPS. We appreciate this opportunity and believe that the proposal fulfills all of the proposal requirements and more, with a full complement of services and solutions that align with your members' waste and recycling initiatives. With this, we aspire to continue as your partner in achieving your net sustainability goals by providing an integrated waste management and resource allocation plan.

Your single point of contact will be Melanie Sanders, Education Solutions Representative, Central and North Texas. Her contact information is: Cell 972 623 7277; Fax 866 281 7431; email: msanders@wm.com

Waste Management of Texas, Inc., was organized and incorporated in the State of Texas in 1966. We have been engaged in the present company and providing education, municipal, commercial, industrial and residential customers with leading comprehensive waste and environmental services for over 50 years. Waste Management of Texas, Inc. is a wholly owned subsidiary of Waste Management Holdings, Inc., a Delaware corporation, which in turn is wholly owned by Waste Management, Inc., a Delaware corporation. Waste Management is headquartered in Houston, Texas, and employs 43,584 people.

Waste Management is the nation's largest publicly owned company that provides waste and recycling services in North America and is the industry's leading provider of comprehensive environmental management services. Each year our facilities dispose of more than 120 million tons of solid waste and process more than eight million tons of recyclable material.

Waste Management of Texas, Inc. has processed and marketed recyclable materials in Texas for more than 24 years and is the largest processor and marketer of program recyclables in the state. We have successfully collaborated with a number of school districts, providing education resources that have helped to inform students, gain their commitment and make them greener. Locally, Waste Management has been providing service for more than 30 years to areas in and around Dallas, Fort Worth, Austin, San Antonio, Temple and some East Texas areas. Waste Management is currently providing commercial trash and recycling services for many school districts in and around the communities mentioned. Our partnership with TIPS will go beyond just our trash and recycling services. Waste Management is committed to being a partner with your organization and its members.

Waste Management will provide all personnel necessary to perform the contracted services. All personnel will be our direct employees. Our personnel will be easily identified by their uniforms and identification badges. Waste Management also will provide the equipment and materials—including dumpsters—to collect, transport, and dispose of refuse and single-stream recyclable materials from the member locations that utilize the services.

Waste Management is well positioned to provide the services and operations required by the members on an uninterrupted basis. Our local offices, located in San Antonio, Austin, Dallas, Fort Worth and Temple offer operational, management, financial, and reserve resources, as well as outstanding past performance, regulatory compliance history, safety records, and other applicable qualifications specific to the requirements of this solicitation. Some of Waste Management's advantages for local services include: 30+ Commercial Trucks, 30+ Roll-Off Trucks, 400+ Commercial Containers, and 200+ Roll-Off Containers.

Waste Management will provide members with local resources – a fleet of trucks, equipment, and reserve labor force -- should they ever be needed. This ensures that we can respond to your needs due to unforeseen circumstances or if large-scale special needs are ever required.

## One Company, One Solution

Waste Management is pleased to submit this proposal for waste collection services for Burleson ISD. We appreciate this opportunity and believe that the proposal introduces a full complement of services and solutions that will achieve overall savings and look toward sustainability initiatives. With this, we aspire to remain your partner by providing an integrated waste management plan, along with a complement of educational resources, to continue to impart the most responsible recycling methods—to reduce, reuse and recycle in the proper fashion.

Waste Management has established three transformational goals that we believe will guide our company and Burleson ISD to be leaders in waste and recycling sustainable practices. Those three goals are:

- **Know** more about **our customers** and how to service them better than anyone else in the industry.
- **Extract more value** from the materials we manage
- **Innovate and optimize** our operations to drive continuous improvement

These goals were not developed in a vacuum. We benchmarked other leading corporations on their sustainability initiatives. We worked with a range of stakeholders — from local governments, to national environmental organizations, to federal and state regulators, to businesses large and small — to determine how we can best serve our communities and customers who have expanding service needs. We received invaluable input on how to evaluate our sustainability and the kinds of goals that would make a difference. We then challenged our own operational divisions to come up with goals in four key areas. And we have committed to public reporting each year on the progress we make.

The path to a more sustainable future is about all of us who stand at the intersection of business and the environment. Waste Management has proven itself as a partner to organizations across the sectors, from education to business to municipal, through a variety of means:

- **Value.** The strength of Waste Management’s offer includes but goes beyond price. From service optimization to increased recycling, we will ensure that you are using the correct type and amount of service, getting optimum value from your environmental services program.
- **Partner to Achieve Diversion Goals.** We are the waste and recycling leader. We will work with you to create an integrated waste management and resource allocation plan to help you set and achieve your waste diversion goals.
- **Metrics.** You can only track what you measure. We will provide you with detailed tracking and reporting tools that will provide for diversion metrics, and will work with you on any invoicing improvements you’d like to see.
- **Sustainable Solutions.** We’ll work with you on a suite of programs that will help you increase your sustainability and will assist with implementation and training.

Here at Waste Management, we have moved beyond bins and trucks – we want to be your long-term solutions partner, the company that shares your vision and celebrates your successes with you. We believe in transparency – we mean what we say, and we are eager to prove it.

Think Green® – Think Waste Management.

## General Requirements

### Location/Frequency

Waste Management understands the requirement for various sizes and locations of containers on each site, as well as the need for pickups on an 'as needed' basis due to extracurricular events scheduled at those school facilities.

### Time of Service

Collection will occur at the same time each day, with a lapse of no more than 24 hours between pickups, and we will make every attempt to schedule afternoon pickups wherever possible.

### Containers

Waste Management will furnish and maintain all containers per the member District's requirements, to include all steel construction with two (2) lids and hinge assembly to allow for independent operation. Waste Management will inspect/audit containers regularly, but not less than quarterly, to ensure lids and drains are in place and functioning properly and that containers are clean/painted and in good condition and repair. Waste Management guarantees to replace any container that has been either noted as a sanitary concern or required to be removed by the Health Department.

### Billing

Waste Management offers our customers an accurate and timely consolidated bill that is the most comprehensive and automated in the industry. Consolidated billing eliminates the administrative burden of reconciling and paying multiple statements each month. This results in cost savings for our customers, since their staffs do not have to gather and input the information for processing and payment.

### Compliance

Waste Management of Texas, Inc., will comply with all applicable municipal, state and federal laws, ordinances, rules and regulations pertaining to its performance under this contract, including, without limited, all rules and regulations pertaining to contractor's trucks and dumpsters. Contractor agrees to dispose of waste, refuse and garbage in accordance with applicable laws, rules and regulations.

## Equipment

### Fleet

With more than 32,000 collection and support vehicles on the road throughout North America, our trucks are a familiar sight. As they make their rounds, our trucks use fuel and generate greenhouse gases and other emissions. We're committed to reducing the environmental impacts of these vehicles.



Waste Management's fleet vehicles are painted in a uniform color and are easily identifiable with the company's branding. Vehicles are marked with unique unit identification numbers on both each side and the rear of each vehicle with lettering. Waste Management maintains detailed records of each collection vehicle. All vehicles are meticulously maintained to ensure a clean and orderly appearance, as well as good working condition. Waste Management's fleet vehicles feature the following onboard technology:

- GPS real-time technology
- Digital camera technology, including back-up camera/monitor
- 2-way communication

### Containers

Waste Management will supply and maintain all containers necessary to service locations of TIPS members. The containers are of metal construction and plastic lids. Lockbars can also be provided on containers where necessary. All containers will be labeled with the Waste Management logo, toll-free number and type of material to be placed in bin (Waste Only or Recycling Only). Waste Management makes a commitment to ensure that equipment is well-maintained, scheduling regular cleaning of equipment and monitoring for damaged units. Waste Management will use summer school months to do a complete audit on container condition and change out equipment where necessary to ensure all containers are in safe, operational condition at the start of each school year.

Waste Management will provide front-load trash, front-load recycle and C&D roll off containers per the schedule provided by TIPS members. Changes will be made to this schedule once the contract is in place and Waste Management can right size the services based on actual data.

We also understand that graffiti is an issue that plagues many schools and that proper management and removal of graffiti is an important element to keeping schools clean and safe for students. Our drivers are trained to watch for and report the appearance of graffiti on our dumpsters. When a dumpster is 'tagged', our drivers report it to the route manager, and it is promptly replaced. Our experience has shown that when graffiti is addressed in a timely manner, repeat offenses are decreased. Alternatively, we are prepared to supply paint to district staff in an effort to combat graffiti and keep the grounds beautiful.

### Back-Up Equipment

Waste Management will provide back-up equipment in the event of equipment failure or mechanical problems, at no cost to the District. Waste Management utilizes an extensive preventive maintenance program for its equipment in an effort to minimize service disruption wherever possible.

## Uniforms

All employees performing service for TIPS members will wear uniforms like those shown in the photo. They will have ID badges and be immediately identifiable as Waste Management personnel.

Employees and subcontractor employees wear a company issued uniform that includes a shirt, jacket, pants, proper footwear and safety vest; a complete uniform and safety vest will be worn at all times during performance of work. The uniform shirt and jacket will clearly display the company name, making each employee readily identifiable. All employees are required to employ personal protection equipment, including 6-inch lace up steel toe boots, safety vest, and eye protection and gloves, without exception.



## Safety

At Waste Management, safety is far more than just a program or strategy. It is a core value, a cornerstone of operational excellence. It is a philosophy that is embedded in the way we work, the decisions we make, and the actions we take. With 42,700 employees and about 32,000 trucks on the road every day, we fully recognize the responsibility to hold ourselves to the highest standards for the protection of our customers, our employees, and the communities we serve. Our goal is to attain world-class safety and, more importantly, to be the safest company in our industry.

According to Waste Management's safety vision statement:

Safety is equal to all other key components of successful performance. Each employee is responsible for safe behavior. Each employee is personally accountable for:

- Promoting a safe environment
- Maintaining a zero tolerance for unsafe actions and decisions
- Directly participating in all aspects of safety programs

Managers at all levels will set the standard in our industry.

Since the launch of the Mission to Zero (M2Z) program – an initiative that promotes zero tolerance for unsafe behaviors and actions – Waste Management has made dramatic improvements in key areas, including those monitored by the Occupational Safety and Health Administration (OSHA).

Waste Management is continuing to drive and lead the environmental services industry with strong safety statistics. Waste Management has standardized industry safety measurements and requirements across our more than 1,100 sites to ensure that we protect our customers, our employees, and the public.

The cornerstone of M2Z is a comprehensive training program that provides classroom and on-the-job instruction in safety fundamentals for supervisors, drivers, and helpers. M2Z seeks to enhance understanding, change behaviors, and develop company leaders who can make a difference and train and lead others.

Additionally, the company makes extensive use of route observations to confirm that drivers are following all applicable laws and procedures. This observation process is used by managers to evaluate the work practices used by drivers and helpers on the job. This process is critical to the company's ability to correct unsafe behavior and recognize outstanding safety performance. Observations increase safety awareness and hold everyone accountable for safe behavior across the company.



Mission to Zero is the roadmap of who we are and how we will operate as we work to achieve world-class safety. Through the new processes and procedures it brings, health and safety goals are transformed into measurable results that have a positive impact on the lives of thousands of people.



## Waste Management's Waste Watch

Waste Management's Waste Watch is a neighborhood watch program that helps protect the safety of your District and the community. Because Waste Management's crews maintain regular routes on your streets and collect trash often behind buildings, we have the opportunity to notice anything that might be out of the ordinary. The alert eyes of our trained drivers can help mitigate an accident by calling local authorities before a small situation becomes a big issue. It is our goal to keep the environments we work in as safe and strong as possible.

Our drivers have the necessary tools to quickly communicate with the Waste Management dispatcher, allowing suspicious or unusual activities to be reported immediately. Our partnership with your District security, local police and emergency services agencies means that our drivers have received the necessary training on what to look for, how to react, and how to report any incidents. This makes our drivers extremely well positioned and equipped to serve as extra eyes and ears for local emergency response organizations.

***There is no charge for this value added service.***

Since its debut, Waste Watch has received national acclaim for its support of law enforcement, emergency services, Highway Watch, Neighborhood Watch and similar programs. It has also earned recognition from municipalities and organizations.

## Financial Capacity

Waste Management's financial strength stems from its position as the leading provider of comprehensive waste management services in North America. Waste Management has implemented a business strategy to enhance its leadership role in the industry.

A company's future viability is directly related to its current financial strength. Waste Management's financial strength allows us to continue investing in areas that are necessary for continued market leadership, such as:

- Maintaining a dedicated focus on safety and compliance excellence
- Implementing new initiatives to enhance TIPS member services
- Developing long term relationships
- Attracting and keeping the best employees
- Managing data and improving communication

Revenue in 2013 was \$13.98 billion, and Waste Management has an asset base in excess of \$22 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. Waste Management's financial strength is the foundation for its commitment to serve its customers, perform its obligations, and protect the environment in carrying out its broad waste management services.

Waste Management has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A- by Standard & Poor's, BBB by Fitch, and Baa2 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from

each agency for Waste Management is characterized as stable. Waste Management has about \$10.0 billion of debt outstanding.

Waste Management's financial strength, as summarized above, gives its customers the comfort of knowing that Waste Management can and will fulfill its obligations.

- The foundation of Waste Management's offer lies in our commitment to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- Waste Management offers the most extensive network providing waste management services in North America, including: transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.

Waste Management's financial strength helps make it a leader in the environmental services industry, and Waste Management is committed to maintaining that strength.

Our full financial report is available on the company's website at: [www.wm.com](http://www.wm.com).

## Customer Service

Customers sometimes experience issues with blocked and/or overflowing containers or an occasional missed pick-up. Waste Management has the following programs in place to overcome these challenges.

### Blocked Containers: Haul or Call

- Haul or Call is a process used by drivers to inform dispatch and the TIPS members that a container could not be serviced as planned.
- If a driver cannot perform a pick-up because of a blocked bin or other problem outside of Waste Management's control, the district will be informed promptly. This allows Waste Management to proactively solve the pick-up problem, regardless of the cause.
- What if a pick-up is missed? Waste Management Service Machine® has exact standards in place for quickly resolving the missed pick-up either same day or the next day by noon.
- Should another pick-up be missed within two months, the system again flags the problem for management to address immediately.
- Waste Management does not tolerate internal errors that lead to missed pick-ups or other service disruptions to our customers.

### Overflowing Containers: Snapshot

The Snapshot Integrated Digital Camera program was developed by Waste Management for use on commercial trucks. A large number of trucks have digital cameras to record service issues that require attention. This program assists Waste Management in service, container maintenance, safety, damage/claims issues, illegal haulers, and graffiti. Benefits of the Snapshot program include:

- Effectively documents and manages trash overflow
- Improves service and safety
- Improves relationships with city and enforcement agencies
- Accurately and consistently measures results
- Improves documentation and communication of service issues
- Creates cleaner neighborhoods, which lowers the impact of crime, raises property values, and reduces health issues

## Missed Pickups: Onboard Computing System

Waste Management has deployed a new tablet-based Onboard Computing System that now gives us this capability, in addition to a number of other operational and efficiency enhancements. This new system provides us with the ability to monitor truck location and activity in real time. Since it is GPS-based, we can now also verify timing and execution of services at locations.

OCS (On-board Computing System) is an Order execution system that is comprised of a device in the vehicle with software that integrates with the ordering system. What Our Customers Receive with OCS:

- Sends email confirmation within 5-10 minutes of pick up
- Used in conjunction with Snapshot, waste patterns are detected and efficiencies obtained
- Assist drivers faster if down
- Better, real-time confirmations and communication with dispatch & customers
- Send messages to drivers directly
- Alert dynamic dispatch vehicle for priority customers

## Documentation

### Billing

Waste Management offers our customers an accurate and timely consolidated bill that is the most comprehensive and automated in the industry. Consolidated billing eliminates the administrative burden of reconciling and paying multiple statements each month. This results in cost savings for our customers, since their staffs do not have to gather and input the information for processing and payment. Generally, Waste Management bills our customers monthly, with standard payment terms of 30 days from the invoice date.

For each location, the monthly consolidated invoice details:

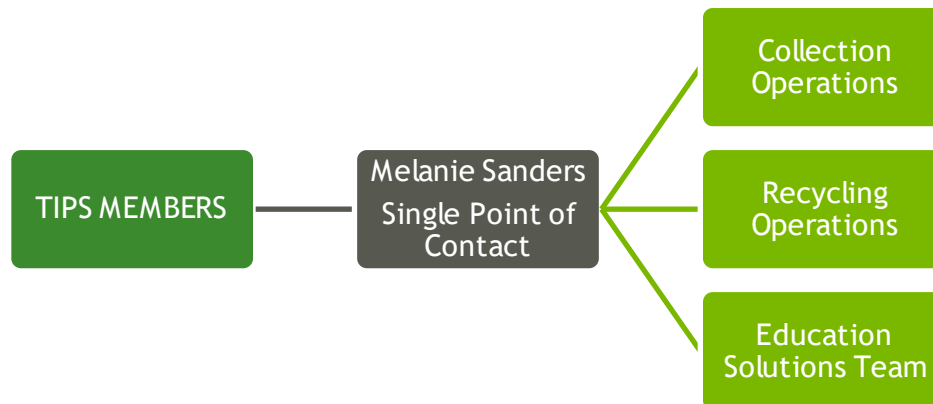
- location identification numbers
- accounting codes
- type of waste or recycled material
- number and size of container(s)
- number of times serviced
- individual charges for each service
- service provider name
- service provider phone number

For roll-off service (e.g., compactors and open-top containers), the invoice provides the above information, as well as the total tonnage and/or yardage per haul, if available.

## Support

Melanie Sanders will be your Single Point of Contact and Program Manager for this contract. Melanie is backed up by Customer Service Coordinator, Liliana Castanon. Liliana works in the office from 8AM – 6PM and is in constant communication with the location operations team, and will be available to address any immediate service issues. In the case that one of the above contacts is not available, our additional local customer service center is always available to assist with any request.

In an effort to support our relationship with TIPS, Waste Management has assembled a team of professionals to support Melanie in identifying and implementing the appropriate suite of services to help you achieve increased diversion, all available and ready to assist in developing a comprehensive program specifically for Burleson ISD. We have a vested interest to educate and train the greater campus population to maximize recycling and diversion that will result in a more sustainable community environment.



### Melanie Sanders, Education Solutions Representative

Melanie has been with Waste Management for twelve years. She is the Education Solutions Representative for Waste Management's K-12 and higher education accounts within north and central Texas. She understands that schools and universities are different from commercial and industrial accounts, and is focused on working closely with these entities to bring new ideas in waste removal and recycling. She understands that schools need their waste removed in a timely fashion and focus greatly on safety.

## Waste Service

As North America's leading provider of comprehensive waste management services, we partner with schools to minimize waste and lower costs while creating environments that foster sustainability and safeguard the health and safety of our children. Waste Management can customize collection programs for your school with a range of container types and sizes. And, you can count on our well-trained drivers for reliable, on-time collection. All waste collected from the district will be taken to Waste Management's landfills or utilized landfills in the area.

## Right-Sizing Service

"Right-sizing" means understanding the needs of each campus and selecting the correct container size and frequency of service. The process also includes evaluating seasonal and cyclical factors that may affect waste volumes. Many customers learn through the right-sizing process that their previous waste service provider was either over- or under-servicing many of their locations. Over-servicing results in unnecessary expenses, while under-servicing results in costly extra-pickup charges or overfilled and unsightly containers. Waste Management's right-sizing efforts are designed to provide schools with the precise level of service they need at any particular time.

## Pro-Active Seasonal Adjustments

With our experience in working with various educational organizations, we have identified that one way to help our customers reduce costs is to reduce trash and recycling collection during off-peak operational periods. This includes summer, but also spring and holiday breaks.

We will work with you to identify off-peak operational periods and, as those dates approach, we will communicate with you to discuss what sites need to be reduced or halted completely for a period of time. During this seasonal decrease in service, you are charged a reduced cost for collection.

## Single Stream Recycling

We live in a world where little should go to waste anymore. No one understands this better than the young minds that are shaping our world. Students, like most people, want to recycle. By making it easier to recycle, more people will do so, and more will be kept out of our landfills. Waste Management's On Campus Single-Stream Recycling Program facilitates recycling so that it is convenient and sustainable for everyone.

Waste Management has more than two decades of experience in creating and implementing single stream recycling initiatives. We were the first major solid waste company to focus on residential single stream. The program has greatly increased the recycling rates, recovering as much as three times the amount of recyclable materials. We currently operate 42 single stream facilities.

### What Is Single-Stream Recycling?

Single-stream recycling is a technology that allows all recyclables to be placed into a single container for collection and processing, and is then sold as raw material used to create commodities like newsprint paper, office paper, cardboard, plastic for bottles, and steel and aluminum for cans. With single-stream recycling, there is no sorting into separate bins and no use of multiple collection vehicles — in other words, one container, and one truck to pick it up! This results in:

- Less confusion over what goes in which bin, making recycling convenient
- Increased recycling rates and yields compared to dual- or multi-stream programs
- Fewer trucks visiting the campus site, resulting in
- Reduction of greenhouse gases

Single stream is made possible through the use of various mechanized screens and optical sorting technologies. Waste Management continues to advance in the area of single-stream recycling, with efforts to make these programs easy and cost effective for educational, commercial, and residential accounts.

## Recycling Education

Waste Management is committed to working together with your school community to educate all stakeholder groups, particularly students, on the importance of environmental sustainability. We will work with your school community to coordinate sustainability education seminars or workshops designed specifically for faculty, students or parents. In addition, we will provide the right educational materials, videos, helpful tools and tips to engage all participants and make learning fun!

With the help of Waste Management's, Recycle Often. Recycle Right. campaign, TIPS members and WM will ensure that faculty, staff and students are equipped with the core knowledge of recycling.

### List of Acceptable Single Stream Materials

#### Recyclable Materials include the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green – empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural rigid plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Rigid plastic tubs or containers with symbols #3, #4, #5, #6, #7 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

**Any material not listed above is a Non-Recyclable.**

#### Non-Recyclable Materials include but are not limited to:

Mirrors	Microwave trays
Light Bulbs	Window or auto glass
Porcelain	Ceramics
Plastic bags	Plastics unnumbered
Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts)	Coat hangers
Glass cookware/bake-ware	Films (e.g., plastic grocery bags)
Flexible packaging and multi-laminated materials; foam products	Household items such as cooking pots, toasters, etc.
Excluded Materials	Wet fiber
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Fiber containing, or that has been in contact with, food debris or other contaminating material
Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.	

# Messaging

## WASTE



**PAPERBOARD CONTAINERS**  
(Milk, soy, juice & juice box or creamer containers)

**FOOD & FOOD SOILED PAPERS, PAPER BOATS, PLASTIC UTENSILS**  
(paper boats with plastic/wax coating)

**FOOD BAGS & WRAPPERS**  
(Chip bags, granola, cookie, candy or food wrappers)

**FOAM CONTAINERS & CUPS**

Please place metal, tin or aluminum cans, plastic containers, water bottles, brown paper bags & office papers, plastic films & wraps in Recycle bins.



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## RECYCLING



**METAL CANS**  
(Steel, tin & aluminum cans, vegetable, fruit or tuna cans)

**BROWN PAPER BAGS & OFFICE/SCHOOL PAPERS**

**PLASTIC FILMS**  
(Clear wrapping, chip wrap, plastic sandwich bags)

**PLASTIC CONTAINERS**  
(#1-2, water bottles, clamshell containers, yogurt cups, fruit cups)

Please place milk & juice cartons, paper boats with plastic/wax coating, food & food soiled paper, plastic utensils, chip bags, candy & granola wrappers, and foam containers into the waste bins.



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## Additional Recycling Initiatives

### Cartridges for Kids

Cartridges for Kids (CFK) is a **free** electronic recycling program that provides year-round fundraising opportunities for schools that collect and recycle electronics. CFK will pay schools cash for cell phones, laptops, DVDs, ink cartridges and digital cameras, plus more. CFK is another great way to involve the greater school community in recycling education.

### Electronic Waste Collection

Waste Management can provide schools with a convenient solution for the proper handling and recycling of electronic waste, keeping these materials out of our landfills. We can also assist in coordinating fundraising events built around collection of electronic items. Transportation costs apply based on distance and weight of materials.

### Safe, Compliant Recycling for Fluorescent Bulbs

Another program that will improve the District's diversion rate and increase the safety of your employees is Waste Management's LampTracker recycling program. Fluorescent lamps contain mercury, which is a regulated waste at federal and state levels. When lamps are broken, either when being handled or when in storage, they release mercury that can potentially put employees and the public schools at risk.

Waste Management's LampTracker recycling program provides a safe and cost effective way to manage this often-overlooked environmental and health hazard. Our exclusive, patent-pending Mercury VaporLok™ packaging reduces the risk of mercury exposure for employees and carriers during collection, storage and shipment, thus reducing liability.

Our LampTracker services are also available for the safe and responsible recycling of used batteries and ballasts. [www.WMLampTracker.com](http://www.WMLampTracker.com)

(Separate charges apply for service based on volume and frequency)

## Resources

Everything you need to be the ultimate recycling ambassador.



**RECYCLING BASICS:** All the recycling information you'd ever need is just a click away. Need help getting started? Here are some tools to use at home.

**EDUCATION:** Want to bring recycling education to a school near you? Download the materials below to help you get started.



**Elementary Curriculum Overview**



**Recycling Educational Flyer**



**Curriculum: Grades K-2  
Grades 3-5  
Grades 4-5**



**Flyer with Kid's Activity**



**Recycled Art Activities**

The human element of a recycling program is very important. We examine attitudes and behaviors related to recycling and then create employee training and education programs that boost excitement and participation in your program, multiplying the benefits of your initiative.

Finally, we use data tracking and reporting to analyze recycling rates to ensure that we are meeting or exceeding your goals. We give you confidence, knowing materials will be handled correctly. We have verification procedures put in place to ensure this.

Of all the programs currently in use, none comes close to matching the ease, acceptance, and cost-effectiveness of single stream recycling. Recent improvements in automated sorting and screening technologies have made it possible to cleanly separate a wide variety of material streams coming from a single source. Even fiber products, which previously needed to be manually source-separated from other recyclables to avoid costly contamination can now be part of a single stream recycling program, thanks to processing innovations that significantly reduce paper contamination levels. Ongoing improvements in this technology will provide even more improvement to the economic viability of single stream recycling programs.

# W-9

Form <b>W-9</b> (Rev. December 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.	
Name (as shown on your income tax return) Waste Management of Texas, Inc.			
Business name/disregarded entity name, if different from above			
Print or type See Specific Instructions on page 2.	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		
	<input type="checkbox"/> Exempt payee		
	Address (number, street, and apt. or suite no.) 4730 SE Loop 410	Requester's name and address (optional)	
	City, state, and ZIP code San Antonio, TX 78222	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	

Employer identification number								
7	5	-	1	2	2	3	5	2
8								

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶

Date ▶ 3/24/2014

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# Insurance



## CERTIFICATE OF LIABILITY INSURANCE 1/1/2015

DATE (MM/DD/YYYY)  
12/11/2013

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 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).

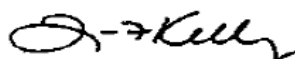
PRODUCER	LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACE American Insurance Company	22667
INSURED	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC. 1001 FANNIN, SUITE 4000 HOUSTON TX 77002	INSURER B : Indemnity Insurance Co of North America	43575
		INSURER C : ACE Property & Casualty Insurance Co	20699
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: 10830962 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-SECT <input checked="" type="checkbox"/> LOC	Y	Y	HDO G2732924A	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27054961	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C47876345 (AOS) WLR C47876357 (AZ, CA & MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<b>EXCESS AUTO LIABILITY</b>	Y	Y	XSA H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 ALL POLICIES EXCEPT WC/EL INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT (PROVISION) THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY IF THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. ALL POLICIES INCLUDE A BLANKET WAIVER OF SUBROGATION ENDORSEMENT (PROVISION) THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS.

<b>CERTIFICATE HOLDER</b>  10830962 "FOR INFORMATION PURPOSES ONLY" C/O WASTE MANAGEMENT, INC.	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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