The items listed below are in response to questions from the non-mandatory pre-proposal meeting as well as any additional correspondences submitted via email.

1. How many copies of responses to the RFP are required at the time of submittal?
   Sealed proposals, one (1) original, four (4) copies, and one (1) electronic copy in PDF format on a compact disc (CD) or USB drive, shall be submitted no later than Wednesday, October 14, 2015, at 10:00 a.m. to the address as follows: City of Forney, Community Development, 101 E. Aimee Street, Forney, TX 75126.

2. Is Smurfit Kappa Forney Mill (located at 855 E. U.S. Highway 80, Forney) specifically excluded from the agreement?
   Yes, the Smurfit Kappa Forney Mill waste is considered Special Waste and is excluded in its entirety from the agreement.

3. Are fence panels considered Bulky Waste or Yard Trimmings?
   Fence panels are considered Bulky Waste.

4. What is the response process for if a residential customer has set out too much Bulky Waste?
   Section 15.2 of the Agreement states:
   “If Contractor designates a Set-out as an Unacceptable Set-out for any of the reasons set forth in this section, Contractor shall:
   (a) Collect the portion of the Set-out that is properly Set-out; and
   (b) Immediately provide an Unacceptable Set-out Notice to the Customer stating the reason the Set-out or portion of the Set-out was designated as an Unaccepted Set-out.
   For all Unacceptable Set-outs, Contractor shall provide a written report of the Unacceptable Set-outs including the address, reason Set-out was an Unacceptable Set-out, and other information as requested by Contract Administrator to the Contract Administrator by 10:00 AM, Central Time the next Business Day.”

5. Is the Program Household Hazardous Waste and Electronics Collection provided on the same day each month for all residents?
   The successful Proposer will provide on-call collection of program household hazardous waste and electronics properly set-out. In Section 2- Method of Approach (i) Residential Services, Proposers shall provide a brief overview of the method of approach for providing residential services including collection of program household hazardous waste and electronics.
6. Is there a maximum amount of Public Outreach?
   The successful Proposer will provide the Public Outreach as set forth in the agreement such as Program Introduction Notice and Unacceptable Set-out Notices. In addition, the City will be entitled to receive a public education contribution per Residential Service Unit as set forth in the agreement.

7. How is billing handled for excess Bulky Waste services?
   The City will be responsible for billing base services for residential services. The successful Proposer shall be responsible for all other billings including, but not limited to, excess Bulky Waste services.

8. Why are 10 CY Dumpsters included in the forms if they are not currently used in the City?
   There are not currently any 10 CY Dumpsters in use. However, the option is being provided in case a Proposer wants to provide that option.

9. Composting required?
   If residential service option 2 is selected, yard trimmings must be processed into mulch or compost.

10. Are large electronic items collected as Bulky Waste or as a part of the Household Hazardous Waste and Electronics Services?
    Large electronic items are currently included in the Agreement as Bulky Waste items or Program Household Hazardous Waste and Electronics. The definition of Program Household Hazardous Waste and Electronics will be updated based on successful Proposer proposal.

11. What types of items for recycling events?
    Items currently collected at the City recycling events include, but are not limited to: Paper (shredded on site), tires, oil based paint, latex paint, pesticides, herbicides, computers, monitors, printers, televisions, water heaters, washers/dryers, freezers, refrigerators, and cardboard.

12. Carts are currently detailed as becoming owned by the City at the conclusion of the Agreement. Is this negotiable?
    Yes, it is.

13. CPI is used for modification to rates. Would alternative methods be considered?
    The adjustment is based on composite of two indices, including the Consumer Price Index ("CPI") Adjustment and the Fuel Adjustment as set forth in the agreement. Proposer shall identify any and all exception(s) to the RFP and the Agreement in their Proposal. If Proposer identifies an exception(s), Proposer shall clearly identify the exception(s) and state the reason for such exception(s). For each exception noted, Proposer shall provide alternative language for the City’s consideration. Any exceptions to the RFP or the Agreement will be considered
and included in the City’s evaluation. If Proposer fails to list any exceptions, Proposer shall not raise any exception later if selected for award.

14. Will there be any extensions of the proposal due date?
   The required approval timeframe does not allow for any deadline extension.

15. Some leak or hydraulics failures are not due to maintenance, would these still be fined under Administrative Charges?
   Section 30 (e) and (f) are amended as follows:
   “(e) Failure to clean up material spilled any spillage or leakage caused by Contractor, Contractor’s vehicles or Contractor’s employees or subcontractors within two(2) hours of verbal or written notification, the earliest of either the (i) notification of spillage or leakage or (ii) knowledge of spillage or leakage by Contractor or Contractor’s employees or subcontractors. Failure to clean up material spilled or leakage by Contractor within two (2) hours shall commence the earlier of when Contractor becomes aware of such spillage or leakage or Contract Administrator notifies Contractor of such spillage or leakage. $250 each incident.
   (f) Failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics $100 each incident.”

16. What are the normal hours of operation?
   Section 17.1 of the Agreement states:
   “Collection from Residential Service Units and all other Customers adjacent to Residential Service Units shall begin no earlier than 7:00 AM, Central Time and shall not extend beyond 7:00 PM, Central Time.”

17. Is the initial bond amount the full amount of the contract for the first year and then subsequent years the bond amount drops to the previous year’s billings to the City?
   Section 34 is amended as follows:
   “PERFORMANCE BOND:
   Upon Contractor’s execution of this Agreement, Contractor shall make, execute, and deliver to City a good and sufficient performance bond in a form approved by the Contract Administrator, to secure the full, complete and faithful performance of the terms and conditions herein. For the first Agreement Year (“Initial Agreement Year”), Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond in an amount equal to or greater than Contractor’s estimated amount of gross billings to the City pursuant to this Agreement from February 2, 2016 through January 31, 2022. For each Agreement Year after the Initial Agreement Year, Contractor shall make, execute, and deliver to the City of Forney a good and sufficient Performance Bond in an amount equal to or greater than the amount of Contractor’s gross billings to the City, pursuant to this Agreement, from the prior Agreement Year. Contractor shall renew the Performance Bond in accordance with this Agreement each year throughout the term of the Agreement and any renewal periods. Contractor shall ensure the Performance Bond is signed by the president or authorized officer of Contractor, together with the signature of the
corporate secretary and the imprint of the corporate seal. The surety shall be a surety company duly authorized to do business in the State of Texas; have an “A” or better rating by either A. M. Best Company or Standard & Poor’s; be included on the list of surety companies approved by the Treasurer of the United States of America; and be acceptable to City."