



NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG)

# Organic Waste Services Procurement, Establishment, and Modification Guide

PREPARED BY  
RESOURCE RECYCLING SYSTEMS (RRS)  
FOR NCTCOG



# Executive Summary

Through funding from the Environmental Protection Agency (EPA) and approved by the Texas Commission on Environmental Quality (TCEQ), the North Central Texas Council of Governments (NCTCOG) sub-awarded Resource Recycling Systems (RRS) to develop a comprehensive set of resources to assist local governments in North Central Texas with establishing organics recycling collection and processing services for food scraps and yard waste.

This resource library consists of five complementary sections: a library navigation guide, a procurement process guidance document, notable programs and ordinances libraries, a series of templates, and three resource papers. Together, these materials outline best practices for curbside and drop-off organics recycling programs, drawing from successful programs from the nation and addressing key program components such as collection systems, ordinance development, and outreach and education strategies.

The library navigation guide and procurement process guidance document offer a roadmap for municipalities to navigate the entire service procurement process. This includes assessing current needs, goals, and infrastructure, setting clear program expectations, developing comprehensive request for proposals (RFP), evaluating and scoring bids, finalizing contracts, and monitoring program success.

The notable programs and ordinances libraries present seven model organic recycling programs with accompanying contracts and RFPs, as well as key policies and model ordinances to support successful implementation. To showcase a variety of successful programs, high-performing cities were selected that differ by their population sizes, waste diversion policies and goals, education and outreach strategies, and collection structure.

The series of templates provides municipalities with model example procurement documents and customizable RFP, contract, and ordinance templates to streamline the procurement process. These templates are based on established models and subject-matter expertise.

Finally, three complementary resource papers were developed for municipalities to explore opportunities for non-curbside food waste collection methods, strategies for reducing contamination, and methods for securing stakeholder support and participation. These resources are available as standalone documents.

This resource library offers clear, actionable guidance for communities at any stage of developing or enhancing their organics recycling programs. The diverse examples and methodologies allow municipalities to tailor the material to their specific needs, ensuring the successful implementation of organic waste management services.

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# Background & Purpose

The North Central Texas Council of Governments (NCTCOG) is a voluntary association serving a 16-county region of North Central Texas, centered around the urban centers of Dallas and Fort Worth. In 2023, the Texas Commission on Environmental Quality (TCEQ) reported that the North Central Texas region alone disposed 11.8 million tons of waste in 2023, making it the highest of 24 different regions and accounting for almost 30% of the state's total waste. Given this rate of disposal and continued population and economic growth in the region, it is expected that communities will face challenges in disposing waste as landfills reach their capacity.

Food scraps recycling programs have been growing nationwide; according to a 2023 BioCycle Nationwide Survey, the number of U.S. households with access to food waste collection has increased by 49% since 2021. This growth is driven by efforts to address the economic and environmental impact of organic waste, which constitutes 46% of total residential waste generation in North Central Texas. Recycling organic waste helps extend landfill life, reduce methane emissions, produce valuable compost, create green jobs, and foster a localized circular economy.

This extensive, referenceable library of resources was developed through thorough data collection and analysis, two stakeholder meetings, reports provided by NCTCOG, input from industry specialists, and individual subject matter expertise. The guidance document offers detailed direction on the entire service procurement process, from assessing current needs, goals, and infrastructure, to setting clear program expectations, developing comprehensive RFPs, evaluating and scoring bids, finalizing contracts, and ensuring program success through ongoing monitoring.

The approach to organics recycling collection varies greatly by jurisdiction, with each municipality determining the scope of its organics recycling program based on available infrastructure, community needs, waste goals, and willingness to participate. Many communities identified in this guidance document have scaled food scraps collections through drop-off centers, curbside pilot programs, and then expansion through additional funding. Readers are recommended to review the entire library of resources holistically and adopt strategies tailored to the unique needs of the community being served.

This resource library serves as a preliminary guide to procure organics recycling services. Prior to establishing a contract, it is strongly recommended to consult with your municipal attorney or enlist a consultant to ensure that the services are appropriately designed and aligned with your municipality's legal obligations and operational needs.



# Library Navigation Guide

The library navigation guide serves as a roadmap for procuring organic waste collection and hauling services. It details each stage of the procurement process with real-world case examples to reinforce insights and support successful implementation. The resource is structured to help users quickly locate materials that align with their role, project phase, or specific area of interest.

The guide is organized into the following sections:

## **Definitions**

- Provides foundational terminology related to organics recycling, waste hauling services, and contract administration to understand the landscape.

## **Needs Assessment, Goal Setting, and Market Research**

- Identifies existing waste and organics recycling infrastructure and systems.
- Outlines how to develop goals, targets, and metrics to guide program design.
- Helps define service requirements for both community members and contracted haulers, including material types accepted and participation guidelines.
- Offers considerations for program design such as pilot programs, hauler licensing models, or exclusive hauler arrangements.
- Includes relevant ordinances and case studies.

## **Preparing and Issuing the request for proposals (RFP)**

- Covers essential components for organics collection, including pricing models, performance standards, contamination monitoring, and accountability mechanisms.
- Details scope of services, such as collection frequency, bin specifications, vehicle requirements, outreach, and customer service.
- Highlights real-world examples of successful outreach strategies and program implementation.

## **Bid Evaluation and Selection**

- Provides guidance on evaluating proposals based on cost, experience, service levels, community engagement, and other criteria.

## **Contract Negotiation and Finalization**

- Offers recommendations for developing fair and effective agreements.
- Includes standard contract terms and key clauses.

## **Ongoing Monitoring and Adjustment**

- Suggests tools and strategies for maintaining a strong program and partnership, such as routine check-ins, performance evaluations, and contract amendments.

## **Notable Programs & Ordinances Libraries**

- Features seven recognized municipal programs from across the country, showcasing diverse approaches to organics recycling based on geography, size, and service model.
- Includes real-world examples of effective ordinances, policies, and supporting materials that promote robust organics collection and recycling programs.

## **Template Library**

- Provides customizable RFP and contract templates that reflect best practices and legal considerations.

# Definitions

**Administrative Fee:** Within a contract, typically a one-time lump sum payment to cover staff time spent awarding the contract.

**Anaerobic Digestion:** Process of breaking down organic materials without oxygen. Commonly used in biogas generation.

**Aerobic Digestion:** Process of breaking down organic materials with oxygen. Commonly used in composting.

**Bin Tag:** Stickers or stamps placed on carts, totes, or dumpster bins that indicate the type of waste accepted.

**Biodegradable Materials:** Items that break down naturally by microorganisms, such as cardboard and coffee filters. Although all compostable products are biodegradable, not all biodegradable materials are compostable, and they should be carefully evaluated before being accepted in organic waste processing facilities.

**Cart:** Also known as tote, a collection container for waste that is typically available in 35-, 60-, or 96-gallon sizes.

**Compost:** Nutrient-rich soil amendment that is a natural end market item of composting through aerobic digestion.

**Compostable Products:** Items such as bags or cutlery that are made from biodegradable materials and are designed to break down in organics recycling environments. Generally, these items must meet trusted third-party certification to be accepted by organic waste processing facilities.

**Contamination:** Items that should not be included in a specific waste stream because they will damage end-products of that system. For example, diapers and dog poop are common contaminants in recycling and organics waste streams that are not allowed.

**Contamination Rate:** Measured by the portion of contaminants compared to the total amount of waste that was discarded in a specific stream.

**Diversion:** Defined by the EPA as the prevention and reduction of waste through source reduction, recycling, reuse, and composting, effectively redirecting materials from landfills and other disposal methods.

**Diversion Rate:** Measured by the amount of waste material redirected for recycling compared to the total amount of waste that was discarded.

**End Product:** The final product that comes from collection and processing. For the case of composting, the end product is compost.

**Food Waste:** Also known as food scraps, it includes disposed vegetable and fruit peels and rinds, meat scraps and bones, dairy products, and other food that is discarded.

**Franchise Fee:** Payment to municipality for exclusive hauling rights in the region. May be assessed as a percentage of the contractor's gross revenues to cover annual costs of municipal oversight.

**Kitchen Pail:** Dedicated container, frequently with a handle and lid, used for collecting food scraps and food-soiled paper in household's kitchens before transferring to an organics collection bin for organics recycling.

**Landfill Ban:** Prohibits the inclusion of certain items in trash collection and prevents it from entering local transfer stations for trash, landfills, and incinerators. Commonly adopted as a landfill ban of organic waste or landfill ban of recyclables.

**Lid Flips:** Physical container inspection where collection staff perform visual inspections of containers' contents prior to servicing them to check for contaminants.

**Mandatory Composting:** Policy requiring all constituents comply with composting or organics recycling requirements and properly separate organic waste from refuse.

**Mandatory Subscription:** Policy requiring all constituents to sign up for a waste hauling service.

**Multifamily Property:** Typically, a property with five (5) or more residential dwelling units including but not limited to, apartments, townhomes, condominiums, and high-rise condominiums. This number varies by municipality and state.

**Multiple-hauler Agreement:** Also known as a semi-exclusive agreement, two or more haulers provide waste collection services for all constituents in a municipality through a formal agreement.

**Open Market:** Policy that allows multiple haulers to operate waste collection services in a municipality, and generally has constituents select their service provider.

**Opt-in:** Policy in which constituents are required to enroll in a waste hauling service.

**Opt-out:** Policy in which all constituents are enrolled in a waste hauling service and must actively unenroll to be removed.

**Organic Waste:** Includes food waste, yard waste, soiled paper, wood waste, and any other material that is biodegradable and comes from a plant or an animal.

**Pay-as-you-throw (PAYT):** Also known as unit pricing or variable-rate pricing, waste collection pricing scheme that adjusts residential collection costs based on the amount of waste produced. Residents are charged for each bag or cart of waste they dispose of, which may be 30, 64, or 96 gallons. This structure creates a financial incentive to recycle more and reduce waste generation.

**Single Family Property:** Typically, a property with no more than four (4) residential dwelling units. This number varies by municipality and state.

**Single-hauler Agreement:** Also known as an exclusive agreement, one waste hauler provides waste collection services for all constituents in a municipality through a formal agreement.

**Three-container System:** Three separate streams for solid waste collection, most frequently including one cart for organic waste, one for recyclables, and one for landfill waste.

**Universal Access to Service:** Policy guaranteeing all households can access waste collection services within a municipality.

**Universal Provision of Service:** Policy requiring waste collection services are provided to every household within a municipality.

**Waste Audit:** Also known as composition study, process to quantify the amount and types of solid waste generated. Generally, waste can be divided between recyclables, organic waste, landfill waste, and other.

**Waste Generation:** The total amount of waste disposed in landfill or incinerators, or the total amount of waste that is not diverted.

**Yard Waste:** Also known as vegetative waste, includes leaves, brush, grass clippings, and tree pruning.

**Zero Waste:** Definition varies across municipalities, but defined by the [Environmental Protection Agency](#) as "the conservation of all resources by means of responsible production, consumption, reuse, and recovery of products, packaging, and materials without burning and with no discharges to land, water, or air that threaten the environment or human health."



# Procurement Process Guidance

This section is designed to guide communities in the process of designing and implementing an effective residential organic waste collection and recycling system for single-family properties through a comprehensive request for proposals (RFP). It starts by advising communities to assess their existing waste management systems and organic waste collection needs to ensure the RFP aligns with the municipality's waste diversion goals. Key components to include in the RFP, including service scope for organic waste collection, are then outlined. The section concludes with best practices for evaluating bids, negotiating contracts, and monitoring service performance.

This section should be read alongside the [notable programs and ordinances libraries](#) to identify relevant case examples and see successful policies in action that can be replicated. The libraries showcase robust organics recycling programs by various jurisdictions, highlighting population size, diversion rate, contract terms, and key program features. It also includes a list of key ordinances and contracts from notable programs, categorized by the type of policy implemented.

## Needs Assessment, Goal Setting, and Market Research

Before procuring organics recycling services, municipalities should establish a baseline understanding of existing practices, community attitudes, and service goals. The program should be designed to align with the capabilities of current processing infrastructure, waste collection requirements, and other necessary conditions to ensure feasibility and success.

### IDENTIFY CURRENT WASTE AND RECYCLING ACTIVITIES & ATTITUDES

Examine existing waste management systems and practices, including the current methods for waste disposal and number of vendors responsible for solid waste hauling and processing. Determine if any haulers are currently collecting organic waste and whether there are opportunities to expand existing programs or contracts to incorporate food scraps or yard trimmings collection. For curbside hauling, there may be an opportunity to integrate food scraps into existing yard waste collections.

Begin discussions with internal and external stakeholders to gather insight into current attitudes towards waste management practices and organic waste recycling. Through these conversations, understand local motivators driving organics recycling efforts. These insights can help determine the type of services to consider, whether it's a pilot program or a full collection program, and whether to focus on recycling yard waste, food scraps, or both.

This guidance document focuses on procuring curbside collection services for food scraps and yard waste, but this service model may not be feasible for all municipalities due to limiting factors in capacity, funding, infrastructure or community support. Several communities identified in this guidance document initially launched yard waste collection programs and later expanded to include food scraps as part of their scaled collection efforts. Municipal priorities and the specific composition of local organic waste will likely guide decisions on which materials to target and prioritize initially.

## ASSESS ORGANIC MATERIAL GENERATION

Estimate the quantity and types of organic waste generated within your municipality. Organic waste includes food waste, yard waste, soiled paper, wood waste, and any other material that is biodegradable and comes from a plant or an animal. Review any existing studies or reports on waste generation, such as waste characterization studies or hauler tonnage reports. This assessment will help determine the scope of collection services needed and key organic materials in the waste stream that should be identified in the RFP to be collected and processed by the hauler.

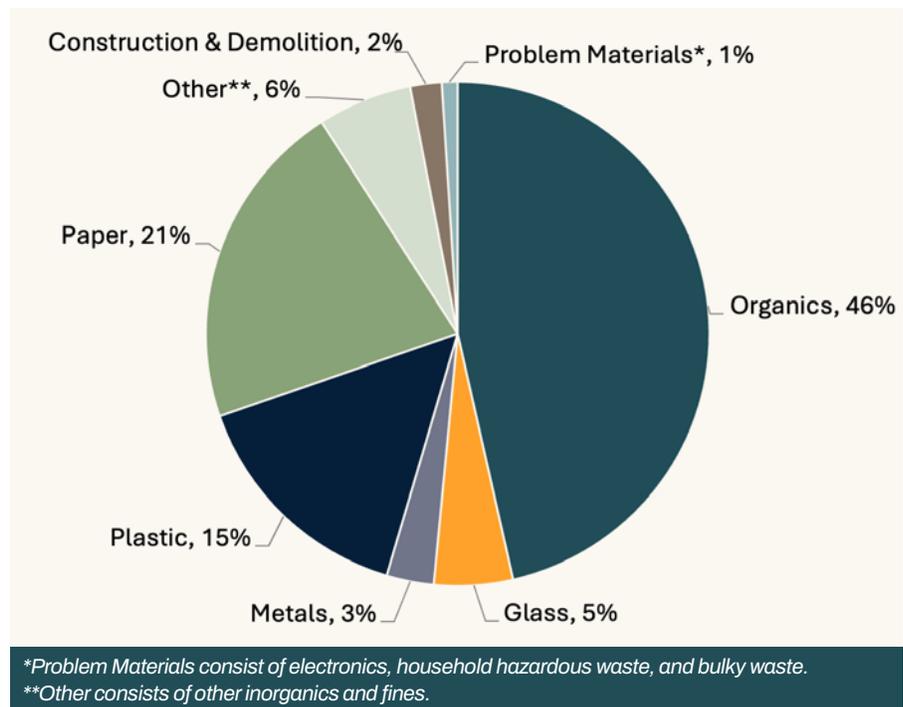
The NCTCOG commissioned an [Organic Waste Gap Analysis Technical Study](#) in 2023 that outlines current organic waste streams, tonnages, and facilities broken down by region in North Central Texas. The report estimates that 2.8 million tons of wasted organics are generated in the region, of which 49% is vegetative waste, 28% is food residual, and 23% is sludge. Additionally, NCTCOG's [Final Regional Solid Waste Management Plan](#) found that organics compose 46% of the total residential waste stream in North Central Texas, as shown in the waste composition chart in [Figure 1](#) below. If localized waste studies are not available, these reports should be reviewed to develop a general understanding of current waste streams in North Central Texas.

## EVALUATE INFRASTRUCTURE OF REGIONAL SERVICE PROVIDERS

Assess the current organic waste management infrastructure in the region, including the availability of collection, transportation, and processing services for organic waste. This will require engaging haulers early on in the process to understand what is viable, what can be offered, and how the RFP should be designed based on local infrastructure. For example, if the decision is made to divert both food scraps and yard waste, it is important to confirm that both types of waste will be accepted. Some haulers may require separate collection systems for food scraps and yard waste. Furthermore, while some haulers and processors may already operate in the area, they may not have the capacity to accommodate additional organic waste from new communities. Consider commissioning a request for information (RFI) to understand potential strategies and partners that help the municipality meet its waste goals.

According to the Organic Waste Gap Analysis Technical Study, there are 35 compost and mulch sites within North Central Texas and 10 facilities that have food scraps and animal byproducts processing capacity. [Table 1](#) lists haulers and processing facilities in North Central Texas that currently handle food scraps or yard waste. While not exhaustive, this list showcases different operation styles with organics recycling. The Organic Waste Gap Analysis Technical Study and [Table 1](#) should be reviewed in detail to understand current systems and identify potential partners.

**Figure 1: 2020 Regional Composition of Single-Family Residential Trash in North Central Texas**



**Table 1: Organic Waste Haulers & Processors (as of 2025)**

Organization	Description
<a href="#"><u>Compost Carpool</u></a>	Dallas/Fort Worth composter offering curbside pickup and drop-off for food scraps.
<a href="#"><u>Cowboy Compost</u></a>	Service provider offering drop-off and curbside food waste collection via a public-private partnership with the City of Fort Worth.
<a href="#"><u>Fusion Waste &amp; Recycling</u></a>	Dallas-based hauler providing custom organics recycling programs to the region.
<a href="#"><u>Living Earth</u></a>	Composter in Dallas/Fort Worth that partners with cities to process yard waste.
<a href="#"><u>Mesquite Municipal Composting Facility</u></a>	City-run facility composting residential yard waste in Mesquite.
<a href="#"><u>Moonshot Compost</u></a>	Dallas-based company offering weekly residential and commercial food waste pickups.
<a href="#"><u>North Texas Municipal Water District</u></a>	Operates a Regional Composting Facility in partnership with the cities of Allen, Frisco, and Richardson.
<a href="#"><u>Recycle Revolution</u></a>	Dallas-based service offering residential and commercial food waste collection.
<a href="#"><u>Silver Creek Materials</u></a>	Yard waste processor based in Fort Worth.
<a href="#"><u>Texas Disposal Systems</u></a>	Statewide hauler and processor with curbside organics collection and composting facilities.
<a href="#"><u>The Organic Recycler</u></a>	Statewide composting company with multiple facilities that accept food scraps from haulers and businesses and provides finished compost.

## ALIGNMENT WITH LOCAL, COUNTY AND STATE REGULATIONS

Understand the current regulations that mandate organic waste recycling or outline disposal responsibilities. While there are no statewide organic waste bans or recycling laws for organic waste in Texas, individual counties or regions may adopt their own ordinances.

Senate Bill 1376 (SB 1376) in the Texas 89th Legislature (2025-2026) requires government entities in Texas to establish a recycling program for the separation and collection of recyclable materials, provide procedures for collecting and storing recyclable materials, evaluate and modify the program as necessary, and establish education and incentive programs to ensure participation. Additionally, the bill mandates that government entities shall implement a purchasing program which must give preference to products made with recycled materials, so long as the products meet applicable specifications. Insight from SB 1376's program policies for recycling can be adopted to organics collection, especially in education and incentives programs. NCTCOG has developed a [toolkit](#) to assist member governments in implementing SB 1376.



## GOALS AND TARGETS

Many municipalities have adopted sustainability and climate action plans that include targets for reducing greenhouse gas emissions or strategies for waste reduction. Refer to existing goals or set new ones before procuring organic waste collection services. Organic waste collection programs should be made in alignment with clear, measurable objectives, such as increasing diversion rates, reducing costs for trash collection, improving access to services, or limiting landfill disposal. Identified goals should be outlined in the RFP so the bidder is aware and can design programs that meet them.

### High Diversion & Zero Waste

Diversion is measured by the amount of waste material redirected for recycling or composting divided by the total amount of waste that was discarded. Municipalities use diversion rates as key indicators of the success of organics recycling programs.

A High Diversion Goal incorporates a plan for reaching 50% or more diversion from landfilling and combustion by a specific year through “reduce and reuse” initiatives, recycling, and composting. Zero Waste expands this initiative to meet 90% or more diversion from landfill through designing and managing products and processes to systemically avoid and eliminate waste disposal through conserving and recovering all resources. A diversion target should be measurable and grounded in a baseline assessment of current diversion. Moreover, the target should be realistically attainable, as setting overly ambitious goals that cannot be met may undermine community confidence and reduce public support for the program.

## Policy in Action

- ✓ The City of Austin, TX set an ambitious **Zero Waste** goal to divert 90% of waste from landfills and incinerators by 2040. The City Council outlined key milestones to reach this target, including a 20% reduction by 2012 and 75% by 2020.
- ✓ The City of Dubuque, IA developed Sustainable Dubuque, an initiative tied to a 2030 Community **Climate Action & Resiliency Plan**. An overarching goal of reducing the City’s greenhouse gas emission by 50% by 2030 is accompanied by specific targets aimed to decrease waste disposal tonnage and increase diversion rates.

## ORGANICS SERVICES REQUIREMENTS

The success of an organics collection program in achieving its goals will rely on the active participation of community members. Organics collection services may be limited to an “opt-in” program as an available resource for residents or be made mandatory through an ordinance. Mandates adopted nationally vary in scale, scope, requirements, and enforcement, but share a common purpose of diverting organic waste from landfill. Below are a few common examples.

### Universal Provision of Service

This ordinance ensures that services are provided to every household within a municipality. It requires haulers to provide organic waste collection service along with trash service for their customers within municipal boundaries.

### Universal Access to Service

This ordinance guarantees all households can access organics recycling service. It requires haulers to offer curbside organic waste collection along with trash service to their customers within municipal boundaries.

### Opt-In

With this policy, organic waste recycling services are available to all households, but participation requires individuals to actively opt-in to the program. This approach can help mitigate initial resistance from residents who are not ready for change and can keep contamination levels low due to the involvement of motivated participants. However, it may also miss opportunities for maximizing impact and result in higher overhead costs.

### Opt-Out

With this policy, all residents are subscribed to organics collection services but have the option to opt-out of the program. Although households are not required to have organics collection services, opting out of services will result in a minimal fee. Ensuring that all households financially contribute helps offset the program’s costs and make the program accessible to everyone.

## Landfill Ban of Organics

A Landfill Ban on Organics prohibits the inclusion of organic waste in trash collection and prevents it from entering local transfer stations for trash, landfills, and incinerators. Implementation is enforced regionally, following the expansion of organics recycling programs as necessary. This approach does not require specific methods for diverting organic waste and should be accompanied by additional resources to help residents comply, including ensuring capacity for adequate markets.

## Mandatory Subscription

This ordinance requires all households that dispose of organics within municipal boundaries to sign up for organics collection service. This approach can achieve the greatest impact on waste diversion, but it may face resistance from residents who are required to pay for the service but do not wish to participate. Additionally, there must be sufficient capacity amongst haulers to service the entire community.

## Mandatory Composting

This ordinance mandates that households comply with composting or organics recycling requirements and properly separate organic waste from trash. This can be achieved through curbside collection, at-home composting, organic waste drop-off sites, or other methods as long as organic waste is not included in landfill-bound waste. This allows residents to decide how to participate in organics recycling on their own terms but does require additional overhead to manage and keep track of different programs.

## Policy in Action

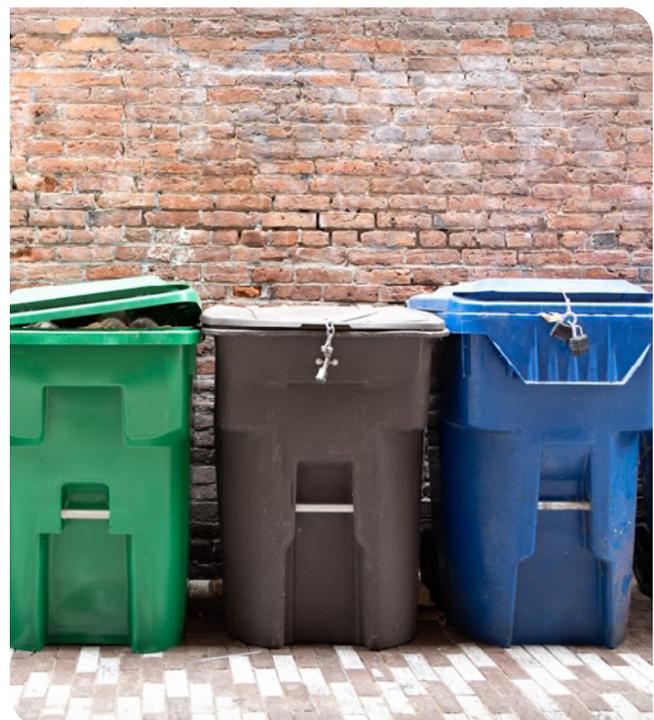
- ✓ The City of Boulder, CO adopted a **Universal Provision of Service** ordinance requiring that haulers collecting trash must provide recycling and composting to single-family residents and recycling to multi-family complexes.
- ✓ King County, WA requires all single-family and multi-family residences in the unincorporated service area have access to recyclable materials collection in a **Universal Access to Service** ordinance.
- ✓ The City of Minneapolis, MN offers residents and businesses the option to **Opt-In** to organics recycling collection, which the City attests to achieving low contamination rates.
- ✓ The City of Lafayette, CO allows residents to **Opt-Out** of organics collection but must still pay monthly program fees.
- ✓ The City of Seattle, WA complements a **Landfill Ban of Organics** through **Mandatory Composting** and **Mandatory Subscription** of organics collection services.

## CONTRACTING FOR SERVICES

Before developing an RFP for organics collection and processing, it is important to assess how organics collection will be integrated into existing waste systems for trash, recycling, and yard waste. Total waste services may be consolidated into single operators, as is the case with many national waste haulers. However, if local waste haulers lack the capacity to handle organics collection, consider contracting with a specialized organics recycling organization that can complement existing waste services. Different systems for private collection and hauling are provided below, and key examples are available in the [notable programs and ordinances libraries](#).

### Single Hauler Agreement

In a single hauler agreement, also known as an exclusive agreement, one waste hauler provides services for all residents. This approach could ensure all residents have access to organics recycling and require less overhead and associated administrative costs. By streamlining services through contract negotiations, the overall cost of services could be reduced. Additionally, it creates uniform program standards, decreasing confusion among residents. Fewer service providers could also mean less wear and tear on roadway infrastructure, along with reduced noise and air pollution. However, this scenario may face opposition from residents who lose the option to choose their own hauler, and its success depends on the hauler's capacity to service the entire community.



## Subcontracting

Large national waste haulers may use subcontractors or subsidiaries to provide services. Generally, the prime contractor will assume all responsibility for performance of services by subcontractors. If selecting a single hauler, it is recommended to allow for subcontracting as a way to access specialized expertise and resources in local organics efforts, ensure sufficient service capacity, and maintain high-quality service.

## Hauler License

If your municipality operates in an open-market model in which residents may select their own hauler, establishing waste hauler permits, or licensing, can ensure that participating haulers meet certain organics recycling collection and processing expectations. Common criteria to include are meeting collection safety standards, collecting and reporting solid waste tonnage data, providing customers with organics recycling collection services, and educating customers on organics recycling best practices. This approach allows for greater competition amongst waste haulers in your municipality but may require additional oversight and associated costs.

## Individual Composter

Depending on the capacity of regional waste haulers, it may be more practical to contract an individual composter for curbside organics collection that supplement existing waste programs. However, it is important to review existing agreements with waste haulers to ensure there are no conflicting stipulations. Verify that these organizations have the capacity to serve the entire community and can work with existing waste haulers to complement operations and minimize confusion for residents.



## PILOT PROGRAM

For municipalities just beginning to explore organics recycling, a pilot program can be a practical and manageable first step. Pilots offer a valuable opportunity to test different collection strategies, measure effectiveness and feasibility, build internal and public support before committing to a long-term program, and minimize financial and operational risks of a full rollout. Starting small with voluntary, highly engaged participants helps generate momentum and grassroots advocacy, allowing the program to grow naturally and gain support. Early implementation also provides insights into best practices tailored to your community, which can inform and strengthen a future full-scale rollout.

Like full-scale programs, pilot initiatives should be designed with potential partnerships and service contracts in mind to support effective rollout and implementation. A common approach involves selecting a specific neighborhood for a voluntary one-year curbside collection trial or limiting participation to a small number of opt-in households. If the pilot meets its organics recycling goals, the municipality can leverage its success to build community and stakeholder support for expanding the program citywide.

## Policy in Action

- ✓ The City of **San Antonio, TX** launched a pilot organics curbside collection program in 2011 for 30,000 households before expanding to all customers in 2017. During the pilot, residents could opt-in for \$3/month, while the city used outreach, education, and surveys to address concerns and assess the program's effectiveness.
- ✓ The City of **Cambridge, MA** launched a pilot food scrap curbside collection program in 2014 with 600 participants before expanding city-wide in 2018. A state grant, along with partnerships with organizations and businesses, made the pilot program free. The city assessed its success by measuring participant satisfaction and the amount of waste diverted from landfills.
- ✓ The City of **Denton, TX** launched a pilot commercial food scraps diversion program to support the city's goal to divert 30% of waste from landfill by 2030. The initiative, which composts food scraps generated by Downtown Denton's businesses, received a Texas Environmental Excellence Award in 2025.

# Preparing and Issuing the RFP

RFPs should have standard components, including a cover letter, summary of approach, qualification and experience, and list of references. However, each RFP will differ based on the specific services a municipality seeks to implement. The terms and services listed below represent standard best practices adopted by municipalities across the country. Sample RFPs and customizable templates with these components are provided in the [Template Library](#).

## KEY COMPONENTS OF AN ORGANIC WASTE COLLECTION RFP

### Contract Terms

Standard contract terms for collective waste services typically span seven years, with an option for a one- to three-year extension. This structure benefits municipalities, as contractors are often eager to offer new diversion services in exchange for contract extensions, avoiding the time and expense of a competitive procurement process and the risk of losing the contract. However, if contracting just for organics collection or considering a pilot program, this term may span only one to four years.

### Performance Metrics

Establish clear expectations for collection service, contamination thresholds, and diversion rates. Performance metrics ensure accountability, help optimize waste diversion, and ensure that individual municipality goals with organics recycling are being met. Below are standard performance metrics used in organic waste contracts.

- **Diversion Rate** – Diversion is measured by the amount of waste material redirected for recycling compared to the total amount of waste that was discarded. Municipalities use diversion rates as key indicators of the success of organics recycling programs.
- **Contamination Rate** – Contamination occurs when items that do not belong in a particular waste stream are incorrectly added. High contamination rates of organic waste can hinder the organics recycling process, reduce the quality of end products, and result in additional disposal costs or penalties for municipalities or residents. Contracted haulers can be penalized or required to increase outreach and education efforts for failing to meet low contamination rates.
- **Waste Generation** – Calculated as the total amount of waste disposed in landfill or incinerators. Successful organics recycling programs should see lower waste disposal over time, as more items are diverted.
- **Collection Frequency** – Timely collection of organic waste is crucial for ensuring resident satisfaction. Contracted haulers can be penalized for failing to service containers on scheduled days or for missed pick-ups.
- **Customer Satisfaction** – To ensure residents are satisfied with services, reports should be developed and provided by the hauler on the number of complaints, on time and missed pick-ups, and responsiveness to inquiries.

### Reporting

Haulers should be expected to collect and provide information showing they meet performance metrics and contracted services through monthly, annual, and by-request reports to the municipality. Reports should include logs of complaints and resolutions, program participation statistics, collection tonnage summaries, education and promotion efforts, and descriptions of any changes to collection routes, vehicles, containers, processing, or other related activities to provision of services.

### Incentives and Penalties

Incentives like single-hauler control over a municipality and contract extensions can be paired with penalties to promote waste reduction. For example, failing to meet a minimum guaranteed diversion rate could result in liquidated damages, payment reductions, disqualification from contract extensions, or the obligation for the contractor to implement additional diversion or outreach programs at no extra cost. Contractors would often rather introduce new diversion services in exchange for contract extensions to avoid the time and expense of a competitive procurement process and the risk of losing the contract.

### Pricing Structure

If organics collection services are to be provided by the same hauler who services trash and recycling collection, costs can be combined into a single rate. Older waste hauling contracts typically have fixed-rate or flat fee structures in which all customers pay the same amount for a single service. In contrast, a pay-as-you-throw (PAYT) program, also known as unit pricing or variable-rate pricing, adjusts residential collection costs based on the amount of waste produced. Residents are charged for each bag or cart of waste they dispose of, which may be 30, 64, or 96 gallons. This structure creates a financial incentive to recycle more and reduce waste generation.

Additionally, it should be decided whether costs will be billed weekly, monthly, or quarterly. To help reduce overhead costs for municipalities, responsibility for billing residents directly could be assigned to the hauler.

### Administrative and Franchise Fees

Municipalities may charge fees for the privilege of having a single waste hauler in the community. An administrative fee is typically a one-time lump sum payment to cover staff time spent awarding the single hauler contract. A franchise fee may be assessed as a percentage of the contractor's gross revenues to cover annual costs of municipal oversight as well as impacts on public infrastructure, such as road damage. If fees are implemented, the payment frequency and method should be clearly specified.

Certain municipalities reduce franchise fees based on diversion rates or compliance with diversion program requirements as an incentive to haulers. For instance, franchise fees might be 16% for contractors diverting 24% or less of waste, 12% for diverting 25% to 49%, and 8% for diverting 50% or more.

### Contamination Monitoring

Contamination refers to the improper disposal of items in the wrong sorting containers. This is a significant concern for organic waste and recycling processors, as the quality of end products is directly impacted by the quality of the materials collected. Contamination is a significant issue that many municipalities and haulers have addressed through rigorous education, monitoring, fines, and other strategies. This can include "lid flips," where collection staff perform visual inspections of containers' contents prior to servicing them to check for contaminants. "Oops" tags may be left on containers to inform residents of a contaminant that has been incorrectly placed. A deeper analysis of contamination mitigation with case examples to address it is included as a complementary resource paper.

### Purchasing Preferences

RFPs can require contractors to adhere to environmentally and locally preferred purchasing policies for their operations. Examples of such policies include using alternative fuel or low-emission vehicles, re-refined motor oil, retread tires, collection containers made from recycled content, printed materials using 100% postconsumer recycled paper, and sourcing consumable supplies and repair services from local vendors. These requirements can be aligned with existing municipal procurement policies in effect.

## Policy in Action

- ✓ The City of San Jose, CA adjusts the contracted hauler's franchise fees by half a percent (.5%) for every percent of **Diversion** above the annual diversion requirement.
- ✓ The City of Lafayette, CO set a **Contamination** threshold of 10% by volume and requires their hauler to photograph the cart and leave a tag.
- ✓ The Town of San Aselmo, CA requires their hauler to provide **Customer Service** records with calls and resolutions logs for customer complaints.
- ✓ The City of Dubuque, IA seeks resident input on their program through a **Survey** on barriers and knowledge gaps.
- ✓ The City of San Antonio, TX introduced **Pay-as-you-throw (PAYT)** services to allow residents to pay for only the waste collection sizes they need.



## SCOPE OF HAULER SERVICES

### Scope of Services

The RFP should specify whether the contractor will serve all residents and if subscription to organics collection will be mandatory for all residents. To lead by example, the municipality should also consider requiring collection be available at all the municipality's facilities and events. The contractor should provide all necessary personnel, materials, and equipment to enact services in compliance with local laws and regulations.

### Material Types Accepted

The list of accepted organic waste items will depend on individual waste composition streams and the capabilities of local organic waste collection facilities and haulers. Organic waste includes food waste, yard waste, soiled paper, wood waste, and any other material that is biodegradable and comes from a plant or an animal. Biodegradable products, such as compostable bags or cutlery, should be included in the RFP and addressed with the bidder. Some facilities may opt not to accept these items due to their longer decomposition times.

### Collection Containers

Collection containers for residents are typically "toters" or "carts" available in sizes of 35-, 60-, or 96-gallons. Some haulers permit the use of metal dumpster bins for larger multi-family complexes or businesses. Carts should be clearly labeled with appropriate signage and distinct colors to indicate which items are accepted in each. Typically, these containers are owned and maintained by the waste hauler, who is also responsible for their repair or replacement. Alternatively, the municipality may choose to purchase and own the containers, requiring the hauler to handle maintenance, if containers meet necessary specifications for proper collection by the hauler's vehicles.

The most common organic waste collection system incorporates a three-container setup to ensure clean waste streams for collection: one cart for organic waste, one for recyclables, and one for landfill waste. Some communities implement a two-container system, where organic waste and either trash or recyclables are combined. The availability of the two-cart system depends on the waste hauler and the processing facilities in place.

### Kitchen Pails

To support food scraps collection at residents' homes, haulers may provide each customer household with a kitchen pail as part of their agreement with the municipality. These pails should be clearly labeled with accepted materials and are intended for use in kitchens or other areas where food scraps are produced. They offer a convenient way for residents to separate food scraps and actively participate in the program. If the municipality mandates that haulers supply these kitchen pails, educational materials and instructions should be included to ensure residents understand how to participate properly.

### Collection Vehicles

The contractor's vehicle bodies should be metal, completely enclosed, watertight and designed and manufactured in accordance with current industry standards for solid waste collection. The final contract should include requirements for the provision, maintenance, and servicing of the collection vehicles used.

Many waste haulers use CNG-powered garbage trucks, which offer reduced emissions and quieter operation compared to diesel trucks. Additionally, there is a growing trend towards electric vehicles, although only a few municipalities have adopted them for waste collection. A provision could be included to require one of these two vehicle types, though it may limit the number of bids depending on current capacity.

### Collection Frequency

Standard industry practice is to collect organic waste either once a week or every two weeks, typically on the same days as recycling and trash pickup. The decision between the two options will depend on cost. However, since organic waste constitutes a large portion of the waste stream, it is advisable to provide weekly collection. Additionally, due to the warm Texas climate, leaving food scraps exposed to heat for long periods could lead to odor and pest issues.

Seasonality should also be considered when planning collection pickups. For example, during the fall, yard waste volumes typically increase, leading municipalities to incorporate bagged leaf collection into contracts, often with additional fees for bags beyond a standard two allowed collections per year. In colder regions, some municipalities limit food scraps and yard waste recycling to the months of April through November to ensure sufficient yard waste supply.

### Door-to-door Service

Municipalities may require service providers to provide door-to-door services for residents with disabilities who cannot pull their carts to the curb for no additional charge. Generally, interested individuals must submit a reasonable accommodation request form and receive approval from the municipality.

### Customer Support

The contractor should be responsible for assisting customers with setting up services and potentially handling all billing. Providing dedicated staff will help ensure participation, satisfaction, and effective management of any issues or complaints. These staff members should also be equipped to educate households on proper program participation, promoting low contamination, high diversion rates, and clean end products. Ensure the hauler provides a phone number, email address, website, and other methods for customers to contact them.

## Education and Outreach

Some municipalities handle education and outreach programs directly while others require very specific outreach and education deliverables through franchise agreements or hauling licensing. Contracts can set community education and outreach requirements on specific topics such as benefits of waste reduction, reuse, composting and recycling. New billing procedures, program implementation information, and information on proper sorting may also be included. Municipalities could require outreach including traditional outreach with bin tags, bill inserts, or brochures, direct outreach through community events or door-to-door, or online and social media outreach through webpage creations or online platform campaigns. Clearly define these expectations in the RFP with quarterly or annual deliverables, and ensure contracted haulers submit reports detailing their accomplishments.

Incorporating social marketing strategies into organic recycling outreach is crucial. Social marketing leverages research-driven approaches to address barriers to residential involvement. Outreach should encourage participation, decrease contamination, and highlight benefits to the program. A municipality, in partnership with the contracted hauler, should pinpoint key target audiences within the community and develop behavior change strategies that will have the most significant impact on these groups. Material should have clear and consistent messaging to prevent confusion and be translated into the most commonly spoken languages to ensure effective cultural engagement. The EPA created the [Composting Food Scraps in Your Community: A Social Marketing Toolkit](#) to help jurisdictions identify effective strategies for maximizing participation. Furthermore, the EPA offers funding opportunities, including the [Consumer Recycling Education and Outreach Grant Program](#), to increase community awareness of and participation in organics recycling programs.



## Education & Outreach in Action

- ✓ **Presentations & Workshops:** Lead informational discussions on how to participate in and collaborate with existing events to extend your message to a broader audience.
- ✓ **Outreach Campaigns:** King County's Compost Right Campaign developed a toolkit with video, graphics, bill inserts, and cart tags to help residents reduce plastic contamination in their food scrap bins.
- ✓ **Website Development:** Create a standalone webpage where residents can easily find information and get answers to their questions.
- ✓ **Bin Tags:** Bins play a key role in education, as they are frequently seen during disposal. Ensure they're equipped with stickers or stamps with clear disposal instructions.
- ✓ **Bill Inserts:** Include outreach material in mailed or online bills.
- ✓ **Brochures:** Include welcome packets for new residents or accounts and distribute brochures at events.
- ✓ **Newsletters:** Emailing or mailing quarterly newsletters keeps residents informed on the program.
- ✓ **Targeted Outreach:** Lead trainings to HOAs, senior centers, faith-based organizations, and other community groups to raise awareness.
- ✓ **Events:** Set up booths at community events, such as environmental fairs, or host individual events to establish a presence in the community.

## End-Market Use

The finished product of organic waste processing varies between processing facilities but is most commonly compost or mulch through aerobic digestion. Anaerobic digestion generates biogas, a renewable energy resource. Compost is a soil amendment that is commonly applied for land and farm benefit, but can also be used by municipalities in landscaping, soil amendments, erosion control, stormwater management, and enhancing roadway stability.

According to the [Organic Waste Gap Analysis Technical Study](#) commissioned by NCTCOG, composters in North Central Texas are very active in the landscape resale market, particularly to homeowners and commercial landscapes, due to the large population and difficult soil and drought conditions. Municipalities may include a clause to receive a portion of compost being generated for public project use, as well as have compost be donated to residents through periodic events for their own use.

# Bid Evaluation and Selection

A thorough evaluation and selection process helps identify the most qualified contractor who can meet the municipality's goals for waste diversion and customer satisfaction. Municipalities should develop evaluation criteria and weightings before issuing the RFP, and the selection process should be clearly outlined with a determined evaluation team.

The municipality should establish a cross-functional team to oversee the selection process. This team should include representatives from environmental health and safety, materials management and procurement, legal, facilities operations, and executive management. This approach ensures that various concerns are addressed and helps secure buy-in from relevant departments.

## KEY EVALUATION PARAMETERS

When selecting the final bidder, it is crucial to equally evaluate the scope of services and unique opportunities presented in the bid, alongside cost. Although selecting the firm with the lowest cost may appear to be the top priority, it is important to also consider the long-term success and sustainability of the program, as well as the potential for expanding the partnership for additional services. Key evaluation parameters should include the following:

### Scope of Services

Bids should be evaluated based on how thoroughly they address the municipality's scope of service expectations. Assess how the bidder plans to meet all program goals and metrics and ensure that the bidder provides detailed explanations of how they will measure and report progress.

### Experience

Evaluate the bidder's experience in managing organic waste streams, including their history with municipalities of comparable size and scope, evidence of successful contract performance, and the duration of their operation. Contractors with more experience are likely to have established efficient operational processes and a proven record of reliable service delivery.

### Processing Capabilities

The bidder should demonstrate the capacity to collect and process the necessary volume of organic waste generated in the municipality. Additionally, they should outline strategies for maximizing diversion of organic waste and delivering high quality end products. Consideration should also be given to technologies and innovation used in collection and processing, to maximize efficiency and quality deliverables.

### Sustainability Practices

The bidder should show commitment to reducing the environmental impact of their operations, and it should be noted if their sustainability practices align with municipal environmental goals.

### Pricing

Pricing will play a critical component in the bid evaluation process, and it is essential that pricing is competitive. Evaluation should compare the total cost of services over the contract's lifespan relative to the level of service and performance guarantees. Pay attention to how fees are employed, such as if they are given as a pay-as-you-throw program or a flat fee.

It is essential to consider all the costs associated with organics recycling collection and processing, such as labor, vehicles, fuel, containers, facility operations, tipping fees, and administrative and permitting fees. These costs will ultimately be passed on to customers and reflected in their bills.

Some municipalities adjust customer rates to align with the actual cost of organics recycling services. Providing transparent cost information helps ratepayers and elected officials understand and recognize the value of these services.

### Compliance with Local Laws

Ensure the bidder has a thorough understanding of local, state, and federal laws concerning waste management and organic waste diversion. The bidder should provide evidence that they are fully compliant with necessary permits, licensing, and certifications. Additionally, they should outline how they plan to stay updated with any changes in regulations during the contract term.

### Customer Service

The bidder should outline their customer service strategy, including response times for inquiries, processes for resolving complaints, and available communication channels. It is important to assess how the bidder will address missed collections, damaged containers, and service disruptions. Additionally, the bidder should detail their training program for drivers and staff to ensure courteous and professional service. Clear information on how customers can access support, such as through phone, email, or a customer portal, should also be provided.

### Community Engagement & Employment

The bidder should demonstrate a commitment to engaging with the community through educational initiatives, outreach programs, or partnerships with local organizations. Additionally, it is important to assess the bidder's approach to hiring and workforce development. Local hiring practices, job creation, and opportunities for employees to receive training in waste management and sustainability practices should be a focal point.

### Enhanced Services

To stand out from competitors, haulers may offer unique service incentives, such as complimentary collection services for municipal facilities or events, free finished compost for residents or municipal use, or scholarship programs for local youth. While evaluating bids, take these extras into account, but prioritize proposals that fully meet the required services.

### TEMPLATES

Proposals should be evaluated using a scoring system and followed by thorough reference checks, in line with public sector best practices for proposal reviews. The EPA's [Resource Management Contracting Manual](#) offers helpful tools for this process. [Table 2](#) presents a sample evaluation matrix, and [Table 3](#) provides a sample reference check questionnaire.



**Table 2: Sample Proposal Evaluation Matrix**

Criteria	Maximum Points	Actual Points
<b>Technical Aspects of the Proposal</b> <ul style="list-style-type: none"> <li>• Potential for resource efficiency improvements</li> <li>• Operations and maintenance for existing services</li> <li>• Education and outreach activities</li> <li>• Facilities / equipment provided</li> </ul>	<b>35</b> 15 10 5 5	
<b>Information Management</b> <ul style="list-style-type: none"> <li>• Measuring and reporting service levels and waste generation source reduction/recycling rates</li> <li>• Measuring and reporting savings</li> <li>• Methods / mechanisms for information sharing</li> </ul>	<b>15</b> 5 5 5	
<b>Financial Aspects of the Proposal</b> <ul style="list-style-type: none"> <li>• Base service fee (for existing operation)</li> <li>• Gain sharing proposal / estimated cost savings</li> <li>• Method of determining payments and terms of payments</li> </ul>	<b>35</b> 15 15 5	
<b>Experience, Background, and Qualifications</b> <ul style="list-style-type: none"> <li>• Relevant experience</li> <li>• General management capability</li> <li>• References</li> </ul>	<b>15</b> 5 5 5	
<b>Total</b>	<b>100</b>	

**Table 3: Sample Questions for Bidder References Scope**

Sample Questions for Bidder References Scope	
1. What services does Company X provide for you? (e.g., recycling, marketing of recyclables, management of waste and recycling data, environmental reporting, outreach, and education)	7. Is Company X providing sufficient resources to meet your needs?
2. What types of materials are covered by Company X's services?	8. Are you satisfied with the service provided by Company X?
3. How is Company X compensated?	9. Has Company X exceeded your expectations or their promise in any way? Have they fallen short in any way?
4. Do you share revenue from sales of end products (e.g. compost or mulch)?	10. Have you ever experienced problems working with Company X? If so, how have these problems been resolved?
5. Who is the point of contact at Company X? By what means and how often do you communicate with Company X?	11. Have the services provided by Company X helped you to enhance waste diversion, recycling, and source reduction? If so, please provide examples of initiatives that have helped you to achieve your program goals.
6. Does Company X respond to you promptly? Are you satisfied with the level of communication?	12. Would you recommend Company X as a resource management provider? Why or why not?

## Contract Negotiation and Finalization

Prior to entering contract negotiations, revisit and define your goals and priorities with organics recycling services. Identify non-negotiables but be prepared to compromise on smaller points. The contract will ultimately be a collaborative partnership, and solutions should be made that benefit the municipality, its constituents, and the service provider.

The final scope of services and contract should be clear, comprehensive, and mutually beneficial for both parties. They should balance cost, quality, and environmental impact, while meeting all the services outlined in the RFP. Additionally, there should be a shared goal to increase participation, maximize diversion, and minimize contamination. In developing the final contract, the process should include evaluating the contract's length, renewal terms, and any performance-based clauses.

The EPA developed a [Resource Management Contracting Manual](#) to assist municipalities in developing contracts with solid waste service providers. The contract will consist of three main components:

### Standard Terms and Conditions

Your municipality should have a standard set of terms and conditions you can use, including definitions, insurance, dispute resolution, and termination. Consult your legal and procurement staff.

### Scope of Services

These can be taken directly from the RFP and the winning bidder's response. Ensure all requirements in recordkeeping, reporting, collection, and disposal are clearly defined.

### Compensation and Incentives

This section can be taken directly from the RFP, the winning bidder's response, and the terms of any subsequent negotiations.



## PROVISIONS

*Important provisions to consider including in the final contract are provided below:*

### **Organics Processing Identification**

If an organics recycling facility is identified through the contractor's proposal, the contract should state that organics will be hauled and processed there. If a facility was not selected, include language to prohibit the collected organic material from being landfilled or used as alternative daily cover (ADC). The contract should ensure that materials are being recycled, with exceptions for high contamination or unforeseen circumstances that prevent processing.

### **Pricing**

Single-hauler contracts typically include clauses that limit annual rate adjustments for services to a specified maximum in exchange for exclusive servicing rights within the municipality. Rate changes may be based on federal metrics, such as the Consumer Price Index (CPI) for Trash and Garbage Collection (XCPIUEHG02.IUSA). Ensure the method of adjustments, including schedule of future adjustments beyond annual rate adjustments, is clearly outlined.

### **Indemnification and Insurance**

Ensure the municipality is not held liable for potential legal violations resulting from services not meeting state and federal regulations. This includes confirming that the hauler has the required insurance coverage for providing services, including for its employees, commercial vehicles, and general liability. Consult with your municipality's attorney to ensure all necessary protections are in place.

### **Municipality Right to Direct Changes**

Some municipalities may include a provision that allows them to direct the contractor to provide additional services or modify how certain services are delivered. This could involve new pilot programs or innovative approaches aimed at increasing diversion or improving efficiency. While some contractors may be open to these recommendations, they may request a rate adjustment to cover the additional service costs.

### **Contingency Plan**

In the case of unforeseen circumstances of disruptions, such as natural disasters, labor shortages, or equipment failures, a provision should state how services will continue to be provided. This is especially pertinent to contracts for the collection of all solid waste from residents, including trash and recycling. This may include establishing alternative service arrangements, clear communication protocols, service prioritizations, and possible municipality rights to perform service. While unlikely, including this clause is recommended to avoid potential health risks.

### **Default and Liquidated Damages**

Failure to meet scope of services, otherwise known as default, should result in punishments such as liquidated damages. Examples of default that should be clearly outlined in the contract include violations of regulations, failure to pay, failure to submit reports or documentation, willful landfilling of organic waste, not meeting goals such as diversion requirement, or criminal activity. Consult with your municipality's attorney to ensure all necessary protections are in place.

### **Length and Renewal**

In addition to defining the contract term, it is standard practice to include an option for a one- to three-year extension with prior written notice from the municipality. Securing contract services for organics recycling is a time-consuming process for both municipalities and contractors. The extension option provides municipalities with flexibility, allowing them to continue services without a long-term commitment, as long as both parties are satisfied.

### **Transition of Services**

If another contractor is selected after completing the term of the agreement, it is important to ensure a smooth transition of services. The contractor should cooperate by providing both the municipality and the subsequent hauler with billing information, route lists, access codes to service certain areas, service levels, and other operating information to ensure there is no major break in service.

# Ongoing Monitoring and Adjustment

Contract changes may be imminent due to the changing landscape of waste management systems and needs of your municipality. It is important to establish routine and clear processes for addressing performance and necessary changes. These programs should be imbedded into the contract prior, to ensure there is a mutual understanding on how to address changes to services.

## Elements of Partnership

Within the EPA's [Resource Management Contracting Manual](#) are elements of well-managed performance-based relationships between municipalities and contractors. Elements to keep in mind include:

- Clear communication of company's business culture and program objectives.
- Performance-based compensation and incentives.
- Objective performance criteria that are negotiated, measured, and reviewed periodically to ensure consistency with program direction.
- Ongoing performance monitoring and exchange of knowledge and information.
- Formal process/reporting structure for issue resolution.

## Routine Meetings

Establish a monthly meeting, with the right to increase frequency if needed, to discuss concerns and comments. Additionally, incorporate quarterly presentations by the contractor's representative to your municipality elected representatives, to update them on services.

## Service Performance Review

To ensure services are met with adequate quality, performance hearings and performance satisfaction surveys can be conducted. Findings can be used to develop changes and recommendations to services, including collection routes, education and outreach, customer service, or contamination monitoring.

## Metrics Review

Established programs should be making progress to meet goals and targets established in your initial needs assessment, and these should be monitored through data reports provided by your collection hauler. Meeting these program indicators through gathered data can ensure continued support by the community and elected officials.

## Contract Modifications

In addition to ensuring the contract has a clause for the ability to modify services, it is important to enter discussions for contract modifications with a clear understanding of how adjustments will affect both parties. Be willing and open to potential cost modifications as a result.



# Notable Programs Library

The table below highlights notable food scraps collection programs from across the country. Each program is presented with key criteria outlined in the guide, including contract details, program terms, municipal policies and goals, education and outreach strategies, and distinguishable characteristics. Programs should be reviewed comprehensively with attention to their unique components to draw insights that best align with the specific needs and goals of your community. For additional information, visit city websites, request copies of contracts and RFPs from the individual communities, and visit [Time to Recycle](#) for additional resources on identifying waste disposal options in North Central Texas.

City	Population	Diversion Rate	Contract & Program	Policies & Ordinances	Education & Outreach	Program Highlights
<a href="#">City of Dubuque, IA</a>	58,877 (2023)	24.1% (2023)	Dubuque was the first city in Iowa to implement curbside food scrap recycling. Since 2013, the city has offered opt-in, weekly curbside collection of comingled food scraps and yard waste on regular trash days. Materials are composted at the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) facility under contract. Collection runs seasonally from April to November, with residents able to use a 13-gallon cart, 64-gallon cart, or personal containers with an annual cart decal or yard waste sticker. The program operates under a pay-as-you-throw (PAYT) system.	“Sustainable Dubuque” was launched in 2006, and the city was named a “Climate Action Champion” by the White House in 2014. Guided by the 50% by 2030 Community Climate Action & Resiliency Plan, Dubuque aims to cut greenhouse gas emissions 50% below 2003 levels by 2030. The food scraps program supports this goal by reducing waste disposal tonnage, increasing diversion rates, and lowering emissions. The city monitors waste generation, composition, and diversion through annual waste minimization reports and community surveys to inform program development.	The city utilizes digital tools such as the Waste Wizard and the ReThink Waste Dubuque app and webpage to educate residents. Collection staff use onboard technology to identify curbside issues like contamination and send email notifications with photos and corrective guidance directly to customers. The city’s contracted composting facility also supports community engagement through free educational programs, presentations, and facility tours.	<ul style="list-style-type: none"> <li>• Opt-in</li> <li>• Free compost self-loading</li> <li>• City-run</li> <li>• Universal Access to Service</li> <li>• Small Community</li> <li>• Residential &amp; commercial</li> <li>• PAYT</li> <li>• Seasonal collection</li> <li>• Comingled food scraps &amp; yard waste</li> </ul>

City	Population	Diversion Rate	Contract & Program	Policies & Ordinances	Education & Outreach	Program Highlights
<a href="#"><u>City of Minneapolis, MN</u></a>	425,115 (2023)	34.52% (2023)	Minneapolis offers an opt-in food scraps and compostable items collection program, separate from yard waste, at no additional cost to residents enrolled in PAYT trash and recycling services. Collection is handled by either City of Minneapolis Solid Waste & Recycling staff or Minneapolis Refuse Inc. (MRI), and materials are processed under contract at the Shakopee Mdewakanton Sioux Community's Organics Recycling Facility. Participants receive an organics cart, setup guide, refrigerator magnet, and a starter supply of compostable bags. Residents also have the option to use organics drop-off sites. As of 2022, more than half of eligible households participate in the program.	Hennepin County requires all incorporated cities to provide organics recycling services to households that receive curbside recycling. To support compliance, the County collaborates with cities by offering educational resources and organics recycling drop-off sites. Minneapolis has established additional goals through its Zero Waste Action Plan, which includes reducing food waste, increasing food donation, reaching an 80% combined recycling and organics recycling rate by 2030, and achieving an 18% overall waste reduction.	In 2018, Minneapolis was recognized by the U.S. Composting Council for achieving a contamination rate of less than 1%. The city attributes this success to ongoing education, outreach, and active contamination monitoring. Collection staff inspect carts for contamination, issue "oops" tags when issues are identified, and may remove carts if contamination persists. To have their cart returned, residents must complete and pass a recycling quiz. Educational materials are available in Spanish, Hmong, and Somali, and the city engages the community through events, social media (including a viral TikTok video), door-to-door outreach, and targeted campaigns in areas with lower participation rates.	<ul style="list-style-type: none"> <li>• Curbside &amp; drop-off sites</li> <li>• Opt-in</li> <li>• Universal Access to Service</li> <li>• Separate yard waste &amp; organics collection</li> <li>• PAYT</li> <li>• Mandatory composting (for certain businesses)</li> <li>• Cost covered by waste base fee (free service)</li> <li>• Medium community</li> <li>• Residential &amp; commercial</li> </ul>
<a href="#"><u>City of Austin, TX</u></a>	979,882 (2023)	63.42% (2023)	Austin Resource Recovery offers residential collection of comingled yard waste and food scraps, with materials hauled to an Organics By Gosh facility through contract since 2017. Services for trash, recycling, and composting are bundled under a PAYT system, which includes a Clean Community Fee to support recycling and reuse centers, business outreach, and zero waste program development. To date, the program has diverted approximately 333,000 tons of compostable material from landfills, with 64% business compliance as of 2023.	In 2011, Austin City Council adopted a Zero Waste goal to reduce landfill-bound waste by 75% by 2020 and 90% by 2040, along with a target to reduce per capita solid waste disposal to landfills by 20% by 2012. These goals were reaffirmed and expanded in 2023 through the adoption of the Resource Recovery Comprehensive Plan. In October 2024, Austin became the first city in Texas to require composting services for multifamily properties with five or more units. Additionally, under the city's Universal Recycling Ordinance, enacted in 2018, all food-permitted businesses must divert organic materials from landfills through food donation, animal feed programs, or composting.	Austin offers a variety of tools to support waste reduction, including standardized sorting guidelines, educational videos, graphics, the Austin Recycles App, and a backyard composting guide. The Zero Waste Block Leaders program empowers community advocates to promote sustainable practices at the neighborhood level. The city conducts annual social media campaigns, provides multilingual outreach in Spanish and Chinese, and maintains a dedicated customer service team. For schools, Austin partners with Keep Austin Beautiful to deliver K-12 presentations and activity kits. Additionally, businesses can apply for the Zero Waste Business Rebate, which provides up to \$3,000 for exceeding Universal Recycling Ordinance requirements.	<ul style="list-style-type: none"> <li>• Universal Recycling Ordinance</li> <li>• Zero Waste goal</li> <li>• Curbside</li> <li>• Rebates</li> <li>• PAYT</li> <li>• Food recovery</li> <li>• Large community</li> <li>• Residential, MFU &amp; commercial requirement</li> <li>• City collection, hauler processing</li> <li>• High Diversion goals</li> <li>• Landfill ban of organics</li> </ul>

City	Population	Diversion Rate	Contract & Program	Policies & Ordinances	Education & Outreach	Program Highlights
<a href="#"><u>City of San Antonio, TX</u></a>	1,495,295 (2023)	33% (2024)	San Antonio's Solid Waste Management Department (SWMD) provides residential compost collection through a ten-year processing contract with Atlas Organics, Inc., established in 2020. Under the agreement, Atlas is responsible for designing, constructing, and operating the composting facility, while the city retains ownership of the infrastructure and equipment upon completion. To promote waste reduction, the city implemented a Cart Downsizing Program that incentivizes residents to minimize trash output. In 2019, the city introduced hybrid diesel-electric trucks to its fleet to enhance operational sustainability. Finished compost is used in municipal landscaping projects, including parks and the Botanical Gardens, and is also distributed free at community events.	In 2010, SWMD created the Recycling and Resource Recovery Plan, also known as A Pathway to Zero Waste. The plan was updated in 2013 and 2020 and focuses on three main goals: ensuring all multifamily units (MFUs) have access to convenient recycling, improving recycling opportunities for businesses, and achieving a 60% recycling rate by 2040.	The city has secured \$87,000 in grants for fiscal years 2024 and 2025 to enhance recycling education. This includes funding for the ReWorksSA program, which offers free consultancy, resources, and training to local businesses on sustainability efforts. The SWMD also provides educational presentations at schools and community events, partners with local organizations such as the San Antonio Composting Project and Eco Centro, and develops both online and physical educational materials. Additionally, the city launched a public awareness campaign and created a comprehensive toolkit, which includes an assessment guide with forms and formulas, instructions for calculating and right-sizing containers, a directory of haulers, consultants, charities, and other waste reduction solution providers, as well as a custom sign maker. San Antonio also enforces a recycling and organics contamination fee, ranging from \$25 to \$50, with the higher fee applied if diapers are found in the bins.	<ul style="list-style-type: none"> <li>• PAYT</li> <li>• Curbside</li> <li>• Fines/Contamination fee</li> <li>• Oops tags</li> <li>• Colored carts</li> <li>• Mandatory subscription</li> <li>• Large Community</li> <li>• City collection, hauler processing</li> </ul>
<a href="#"><u>City of Bexley, OH</u></a>	12,785 (2023)	54% (2022, Franklin County)	Bexley was the first city in Ohio to offer community-wide curbside food waste recycling and is one of the smallest U.S. communities to provide opt-in curbside and drop-off composting. The service, which uses small buckets separate from yard waste collection, is managed by the city and operated by Earth Peak Solutions through contract, in line with the Bexley Zero Waste Plan. To date, the city has achieved a 40% resident participation rate and diverted over 1.5 million pounds of waste from landfills.	The Bexley Zero Waste Plan, introduced in 2017, aims to reduce landfill contributions by 90%. The Universal Recycling Ordinance mandates recycling services for all commercial, institutional, and multifamily residential properties, setting specific requirements for collection frequency and container sizes to ensure effective recycling practices. Green Bexley was created as a collaborative outreach initiative between the city's Environmental Sustainability Advisor Committee and the Sustainability Department to focus on environmental advocacy, education, community engagement, and serving as an advisory liaison to the city's Mayor and Council.	Green Bexley leads community education initiatives, including displaying free screenings, leading workshops, trash talks with the mayor, MRF and landfill tours, fairs, boot camps, and social media campaigns.	<ul style="list-style-type: none"> <li>• Opt-in</li> <li>• Curbside &amp; drop-off collection</li> <li>• Small community</li> <li>• Universal access to service</li> <li>• Hauler collection &amp; processing</li> </ul>

City	Population	Diversion Rate	Contract & Program	Policies & Ordinances	Education & Outreach	Program Highlights
<a href="#"><u>City of Eugene, OR</u></a>	177,899 (2023)	52.9% (2022, Lane County)	Eugene’s “Love Food, Not Waste” program allows residents to choose their collection hauler but mandates a PAYT system and universal access to food scraps recycling through hauler licensing. Launched in 2011, the program followed a successful three-year residential food waste collection pilot. The compost produced from the program is sold at local retailers.	Eugene’s Climate Recovery Ordinance (CRO), enacted in 2014, sets ambitious climate goals, including a 50% reduction in fossil fuel use from 2010 levels by 2030 and an annual average emission reduction of 7.6%. The city’s Community Climate Action Plan 2.0 (CAP 2.0) outlines the strategies to achieve these targets. Additionally, Eugene has implemented single-use ordinances, including a ban on providing single-use items such as straws, utensils, and stirrers at food and beverage establishments unless requested by customers (since June 2019), and a ban on polystyrene containers for food providers (since December 2019). Lane County has also set a waste diversion target of 63% by 2025.	The city distributes a quarterly newsletter and promotes its branded “Love Food, Not Waste” campaign, which features instructional videos on composting and maintaining clean bins. Compost produced from local food scraps is sold at area retailers, with clear branding that links the product to the community. Additional resources include flyers, a dedicated webpage, and backyard composting guides, which offer DIY bin plans and composting tips to encourage residents to reduce waste at home.	<ul style="list-style-type: none"> <li>• PAYT</li> <li>• Curbside</li> <li>• Universal access to service</li> <li>• Hauler licensing</li> <li>• Medium community</li> <li>• End-market use</li> </ul>
<a href="#"><u>City of Lafayette, CO</u></a>	30,439 (2023)	42% (2023)	Lafayette launched its Three Cart PAYT program in 2014 through a partnership with Republic Services, providing curbside collection of trash, recycling, and compost. Compostable materials are processed by A1 Organics. The service contract also includes additional services such as a hard-to-recycle event, Christmas tree recycling, annual compost giveaway events, bulky item pickup, and other community benefits. While all residents are automatically enrolled, they can opt out, though a monthly solid waste fee applies. The program boasts over 99% participation. Lafayette also requires all licensed haulers to offer all three waste streams and submit annual service data and bi-annual tonnage reports.	The city has set waste diversion goals of 50% by 2026, 65% by 2036, and 85% by 2046. Starting in 2025, all businesses, apartments, and city-permitted events will be required to provide recycling collection services under a Universal Recycling Ordinance.	In response to increasing contamination concerns from A1 Organics, the city provides free kitchen pails, compostable bags, and cart stickers to participating households. An online “What Goes Where” guide is available to assist residents in properly sorting materials. The city also collaborates with the Chamber of Commerce and local organizations to host community events and educational workshops.	<ul style="list-style-type: none"> <li>• PAYT</li> <li>• Curbside</li> <li>• Universal access to service</li> <li>• Small community</li> <li>• Opt-out fee</li> <li>• Universal Recycling Ordinance</li> <li>• Hauler licensing</li> <li>• Reporting</li> <li>• Kitchen pails</li> <li>• End-market use</li> <li>• High diversion goal</li> <li>• Universal provision of services</li> </ul>

# Notable Ordinances Library

The table below highlights key policies and associated ordinances from municipalities with strong organics recycling programs.

Policy	Policy Description	Resource	Resource Description	Resource Link
<b>Universal Provision of Service</b>	Require haulers to <i>provide</i> curbside recycling and/or compostable collection along with trash service for their customers within jurisdictional boundaries.	City of Boulder, Colorado's Universal Zero Waste Ordinance	The city requires all properties in Boulder to have waste services that provide separate compost, recycling and trash. Businesses must provide collection containers, signage, and training for employees. Renters must be provided with information on where bins are located. The ordinance also establishes an enforcement process, including fines, for noncompliance.	<a href="#">Ordinance No. 8045</a>
<b>Universal Access to Service</b>	Require haulers to <i>offer</i> curbside recycling and/or compostable collection along with trash service to their customers within jurisdictional boundaries.	City of Austin, Texas' Universal Recycling Ordinance	Requires commercial business owners and multifamily properties have convenient access to recycling, and food-permitted businesses have convenient access to diversion of organics from landfill and submit an online Organics Diversion Plan annually.	<a href="#">Ordinance No. 201400612-010</a>
<b>Mandatory Subscription - Organics</b>	Require all households and/or businesses and institutions that dispose organics within jurisdictional boundaries to sign up for organics collection service.	City of Boulder, Colorado's Mandatory Subscription Ordinance	Requires all residents to subscribe to waste hauling services, all businesses to separate recyclables and compostable items from the trash, and all property managers provide recycling, composting, and trash services to their tenants.	<a href="#">Ordinance No. 8045</a>
<b>Pay-As-You-Throw (PAYT)</b>	Enact a volume-based fee structure for waste collection.	City of San Antonio, Texas' Amendment to establish PAYT	Established in 2015 and includes recycling and organics collection. Participation is not required, but all accounts receive all three carts. Contamination fees are collected for recycling and organics.	<a href="#">Ordinance No. 2015-09-10-0760</a>
<b>Mandatory Composting / Organic Material Landfill Ban</b>	Require by ordinance compliance of households or businesses with composting and/or properly separating organics from being landfilled.	City of Seattle, Washington's Ban of Recyclables and Compostables in Garbage	Residents, businesses, and self-haul businesses and customers are prohibited from disposing of recyclables, yard waste, food scraps, and compostable paper as garbage in their containers and at city transfer stations.	<a href="#">Ordinance No. 124582</a>
<b>Source Separation Incentives</b>	Enact discounted rates or fees for separating recyclables and/or compostables from trash.	City of Eerie, Colorado's Waste Diversion Rebates	Funded through plastic and paper bag taxes, waste diversion rebates are offered to residents and businesses to sign up for composting and recycling pick-up services as well as purchase backyard composting containers and compostable to-go kitchenware.	<a href="#">Eerie Waste Diversion Rebates Webpage</a>
<b>Expanded Municipal Collection</b>	Expand existing waste collection services to incorporate organic waste collection and/or recycling.	City of Lafayette, Colorado's Three Cart System Ordinance	In 2015, the City expanded its contracted residential curbside collection service to include food and yard waste, after determining that 40% of the City's waste going to landfill was compostable. With the added composting service, the City's Pay As You Throw rate structure enables most residents to save money by downsizing their trash carts.	<a href="#">Ordinance No. 2015-09</a>

<b>Policy</b>	<b>Policy Description</b>	<b>Resource</b>	<b>Resource Description</b>	<b>Resource Link</b>
<b>Compost Procurement</b>	Requirements for end-use of compost.	King County, Washington's Compost Procurement Ordinance	Ordinance mandates county departments incorporate compost into various projects, including landscaping, soil amendments, erosion control, stormwater management, and enhancing roadway stability. Departments are required to prioritize locally produced compost that meets recognized quality standards and report annual compost purchases.	<a href="#">Ordinance No. 19552</a>
<b>Solid Waste Collection Regulation</b>	Defines the operational requirements for a solid waste collection program, including the use of separate containers, designated collection points, disposal procedures, and collection frequency, taking into consideration seasonal variations and holidays.	City of Ann Arbor, Michigan's Solid Waste Regulations	Ordinance focused on waste collection, recycling, and disposal practices. The updates to existing solid waste collection introduce requirements for residential and commercial waste management, the establishment of collection schedules, and guidelines for proper waste disposal and recycling. The regulations also encourage waste reduction efforts and ensure compliance with local and state environmental standards.	<a href="#">City Code Chapter 26</a>
<b>Hauler Licensing</b>	Establishes requirements for solid waste haulers to ensure the municipality's goals and expectations for waste diversion and service are being met.	City of Portland, Oregon's Residential Collection Administrative Rules	Policy outlines the guidelines for residential garbage, recycling, and compost collection. It establishes requirements for franchisee waste haulers to provide services for garbage, recycling, and compostable materials, provide customer educational materials and surveys, and submit quarterly reports. The ordinance aims to enhance waste management practices and support Portland's environmental goals.	<a href="#">Portland Administrative Rules for Residential Garbage, Recycling, and Composting Collection</a>
<b>Hauler Licensing</b>	Establishes requirements for solid waste haulers to ensure the municipality's goals and expectations for waste diversion and service are being met.	City of Austin, Texas' Hauler Licensing Requirements Ordinance	The city requires all private haulers of solid waste, recyclables, and compostables obtain a private hauler license and report semi-annually on the number of tons of waste, recyclables, and organic materials hauled.	<a href="#">Ordinance No. 20120628-012</a>
<b>Facility Processing</b>	Establishes rights for processing of municipal organic waste to a specific waste facility.	City of San Antonio, Texas' Private Processing of Organics Ordinance	San Antonio's Solid Waste Management Department (SWMD) provides residential compost collection and has partnered with Atlas Organics, Inc. since 2020 under a ten-year processing contract. Under this agreement, Atlas is responsible for designing, building, and operating a composting facility, while the City retains ownership of all infrastructure and equipment after its completion.	<a href="#">Ordinance No. 2020-04-09-0250</a>
<b>Product &amp; Packaging Bans</b>	Adopt ordinances that limit or ban sales of toxic or hard to recover products and product packaging, generally to help with reducing landfill and contamination challenges.	City of Minneapolis, Minnesota's Environmentally Acceptable Packaging Ordinance	Requires food establishments to use only reusable, recyclable and/or compostable packaging of food and beverages for dine-in or take-out, as well as providing recycling and/or composting bins. The City's health and food inspectors actively check for prohibited packaging that does not meet the ordinance requirements.	<a href="#">Ordinance No. 2014-Or-023</a>

# Template and Example Documents



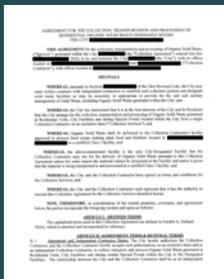
## Example Request for Proposals: Curbside Organics Collection

City-issued RFP for contractor to collect and compost residential food scraps and provide compost back to households.



## Example Winning Bid Proposal: Curbside Organics Collection

Awarded proposal for food scraps collection and compost distribution program with pricing scheme.



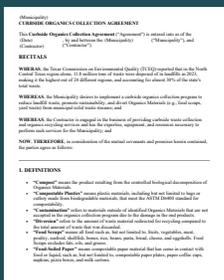
## Example Contract: Curbside Organics Collection

Executed contract for organics collection and processing, including provisions detailing collection logistics, customer service standards, and indemnification requirements.



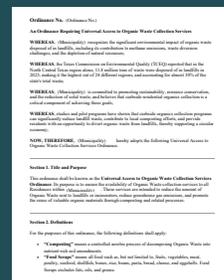
## Template Request for Proposals: Curbside Organics Collection

Customizable RFP template for procuring residential curbside organics collection and processing services, designed as a standalone program separate from existing waste hauling. Assumes a PAYT pricing model, contractor-provided collection containers, and outreach and education requirements.



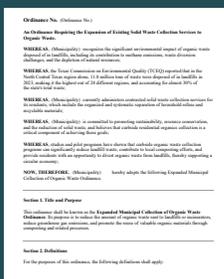
## Template Contract: Curbside Organics Collection

Customizable contract for residential curbside organics collection and processing services, designed as a next step to the associated RFP template.



## Template Ordinance: Universal Access to Service

Customizable ordinance requiring all waste haulers operating within the municipality to offer organics collection services to all customers receiving waste hauling service.



## Template Ordinance: Expanded Municipal Collection

Customizable ordinance to expand existing contracted waste hauling services to include separate collection and processing of organics with a PAYT pricing model.



[Download the Full Kit](#)



NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

# Example Request for Proposals: Curbside Organics Collection

[Download](#) the Individual File

# Request for Proposal

## Curbside Composting



### Background

The City ██████ is seeking a vendor to collect, haul, and tip food scraps and compostable products from homes and select drop off sites to a Certified Class II compost facility.

The City's Food Waste Recycling program began as a pilot in 2017 and currently has approximately 2,000 registrants. With the current contract set to expire at the end of 2023, we are seeking responses to this Request for Proposal to:

- Collect material from receptacles (currently utilizing 5 gallon buckets) at homes and toters from select drop off sites each Monday;
- Provide each receptacle with a new compostable liner;
- Transport the waste to a Certified Class II compost facility or process it into compost.

### Scope of Work

#### Service Locations:

Residential pickup is located at approximately 2,000 homes within the City limits (up to two (2) buckets currently allowed per household). Additionally, toters located at ██████ City Hall and additional specified sites should be serviced weekly (currently there are two toter sites being serviced under our contract).

#### Reporting and Accountability:

The selected contract will need to provide the following during the term of service:

- The provision of quarterly reporting of tonnage by month, with supporting evidence
- Monthly itemized billing to the City ██████
- A mechanism for the service provider to provide feedback regarding the quality of compostable materials received.

#### The base bid should include and specify:

- Weekly pricing per participating residential household (current pricing is \$5.99 per household per month inclusive of services specified in Bid Alternate 1)
  - Includes servicing of up to 2, 5-gallon buckets\* per household (our records indicate that approx. 97% of households have one bucket)
  - Currently approximately 2,000 households are enrolled; the City shall maintain records of the addresses and receptacle types for each property serviced.
- Monthly service cost per 45 gallon toter
  - Currently a total of 6, 45 gallon toters are serviced at 2 locations
- Proposals should specify price, per month, per weekly service of buckets and toters and/or various other components of the program, with a minimum service of 1,500 addresses.

*\*Note: 5-gallon buckets to be provided by the City in the base bid; Bid Alternate 1 would have buckets distributed by the vendor.*

#### Service Commencement & Duration of Contract

Service commencement is proposed to begin January 1, 2024. Proposals should specify pricing for a three-year contract with two, one-year extensions.

# Request for Proposal

## Curbside Composting

### Page 2

#### Bid Alternate 1: Bucket Distribution

In the base bid, it is assumed that the City [REDACTED] will manage the purchase and distribution of compost buckets to households. Bid Alternate 1 specifies that the vendor be responsible for the purchase and distribution of compost buckets to households under the following terms and conditions:

- Procure and distribute 5 gallon buckets (or functionally equivalent receptacles to be mutually agreed upon in advance) to be distributed to new household registrants
- Procure and distribute replacement buckets in the event of buckets being unavoidably lost or damaged

#### Bid Alternate 2: Compost Distribution

Bid Alternate 2 specifies that the vendor be responsible for providing compost back to households that proactively request compost in the spring, under the following terms and conditions:

- Distribution of 20 pounds/5 gallons of compost each to up to 300 requesting households by May 1 of each calendar year based upon an address list provided by the City by April 15 of each year (historically about 200 households have requested a bucket of compost).

#### Submittal Instructions

##### **Proposal Submittal Instructions:**

- Proposals will be received electronically by the City until [REDACTED] 2023.
- The date/time stamp of the email constitutes the official date/time of receipt of proposal responses. Proposals received after this deadline shall be deemed to be nonresponsive and will not be considered. Provider is solely responsible for ensuring that their proposal response has been successfully transmitted and received by the City before the deadline.
- Proposals shall be submitted to [REDACTED] as PDF document.
- It is the Provider's responsibility to ensure that the correct PDF document is emailed.
- Proposals will be considered as if sealed until the deadline, upon which they will be read.

#### Questions

- Potential bidders may submit questions and/or requests for further information by [REDACTED] 2023 via email to [REDACTED]
- All questions received by this deadline will be answered in writing and distributed to all known interested parties in advance of the RFP deadline via the City's website at [REDACTED]

Please submit proposals to [REDACTED]  
by [REDACTED] 2023



NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

# Example Winning Bid Proposal: Curbside Organics Collection

[Download](#) the Individual File



[Redacted]  
City [Redacted]  
[Redacted]

Dear [Redacted]

Re: Response to Request for Proposal (RFP) - Curbside Compost RFP

We are excited to submit our proposal in response to the RFP released by The City [Redacted] for their food and organic waste curbside collections composting program.

[Redacted] has a strong track record of delivering successful curb side collection services and we are confident in our ability to provide the highest quality service to meet your specific requirements.

**EXECUTIVE SUMMARY:**

[Redacted] is a food and organic waste solutions company based in [Redacted]. [Redacted] has an unwavering focus on people and the environment. We exist to provide our customers with closed-loop organic waste management solutions, turning waste into nutrient rich compost and fertilizer products.

[Redacted]  
[Redacted]

## PROPOSED SOLUTION:

██████████ is pleased to present our proposed solutions for your city wide curbside food waste collection and compost needs for the period of three (3) years as requested/outlined in the RFP with option for extension.

Our approach to Base Bid: Curbside Composting includes the following steps:

- Provide weekly food waste and compost material collections to be conducted on Monday of each week.
- Provide Each participating resident with a up to two (2) 5 gallon buckets and compostable liners.
- Compostable liners will be provided weekly in each bucket at time of service. Extra buckets, lids and liners will be provided at city hall in the event residents either require another item or the bucket and/or lid becomes broken or missing.
- All food scraps received from the City ██████████ will be processed at a **Class 2 facility** ██████████
- Provide Quarterly food waste collection volume data and corresponding carbon offset data via a one page report. An example of this report is located on page 3 of this proposal.
- Provide monthly itemized billing to the City ██████████ for services rendered.
- Provide the City ██████████ with continued feedback on the quality of compostable materials received on a minimum of quarterly feedback.
- Participate in City ██████████ sustainability events and provide education to residents on the importance of food composting programs.

Our approach to Bid Alternate 1: Bucket Distribution includes the following steps:

- ██████████ will work with the City ██████████ and create a "bucket replacement" email to all current participants. Once we have a count of the buckets and/or lids from the current participants, we would distribute and collect the damaged/broken buckets at the same time we drop off the replacements.
- Procure and distribute 5-gallon buckets to new household registrants as well as any current participants.

Our approach to Bid Alternate 2: Compost Distribution includes the following steps:

- Distribution of 20 pounds/5 gallons of compost each to up to 300 requesting households by May 1 of each calendar year.
- Orders for compost can be placed on our consumer products website ██████████ ██████████ Residents will be provided with a promo code that allows for free ordering of above mentioned compost.

## PRICING:

**Curbside 5 Gallon Bucket Collection:**  
**\$4.99/month per residence**

**Curbside 45 Gallon Cart Collection:**  
**\$14.99/month per container**

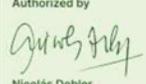
**Replacement Bucket with Lid:**  
**\$5.99 per container**

Existing Customers:



Sustainability Reporting

Example:

CARBON OFFSET REPORT		Date 10/9/2023	Report N° CZ-1399-0035
	Organization name [Redacted]		
	Contact person's name Sustainability Programs Coordinator		
	Service details Food scraps collected by EPO through their Residential curbside collections service	Service period 2022	
	<table border="1"> <tr> <td>Food waste processed <b>212.49</b> tons</td> <td>Emission reductions <b>192.96</b> tCO<sub>2</sub>e</td> </tr> </table> <p>The carbon reduction units were calculated by CoreZero's proprietary platform, using the methodology ACM0022 deviated and the information provided by [Redacted].</p>	Food waste processed <b>212.49</b> tons	Emission reductions <b>192.96</b> tCO <sub>2</sub> e
Food waste processed <b>212.49</b> tons	Emission reductions <b>192.96</b> tCO <sub>2</sub> e		
		Authorized by  Nicolás Dobler Director Carbon Credits	

We believe that [REDACTED] is the ideal partner to support The City [REDACTED] in their curbside composting program. With our commitment to quality and customer service, we believe that the residents [REDACTED] will be satisfied with and appreciative of our collaboration.

We have attached a detailed proposal outlining our solutions and pricing for your review. We welcome the opportunity to further discuss your project requirements, address any questions or concerns, and provide additional information as needed.

Thank you for considering [REDACTED].

Sincerely,



NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

# Example Contract: Curbside Organics Collection

[Download](#) the Individual File

AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND PROCESSING OF  
RESIDENTIAL ORGANIC SOLID WASTE GENERATED WITHIN  
THE CITY ██████████

**THIS AGREEMENT** for the collection, transportation and processing of Organic Solid Waste, (“Services”) generated within the City ██████████ (the “Collection Agreement”) entered into this ██████████ 2024, is by and between the City ██████████ (the “City”), with its offices located at ██████████ and ██████████ (“Collection Contractor”), with offices located at ██████████

**RECITALS**

**WHEREAS**, pursuant to Sections ██████████ Revised Code, the City may enter written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Organic Solid Waste generated within the City; and

**WHEREAS**, the City has determined that it is in the best interests of the City and its Residents that the City arrange for the collection, transportation and processing of Organic Solid Waste generated at Residential Units, City Facilities and during Special Events located within the City from a single Collection Contractor on an exclusive basis (“Collection Services”); and

**WHEREAS**, Organic Solid Waste shall be delivered to the Collection Contractor’s facility approved to process food scraps making plant food and fertilizer located at ██████████ or a certified Class 2 facility; and

**WHEREAS**, the above-enumerated facility is the only City-Designated Facility that the Collection Contractor may use for the delivery of Organic Solid Waste pursuant to this Collection Agreement unless for some reason the material cannot be processed at the Facility and notice is given that the material is being transported to and processed at a certified Class 2 facility; and

**WHEREAS**, the City and the Collection Contractor have agreed on terms and conditions for the Collection Services; and

**WHEREAS**, the City and the Collection Contractor each represent that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements below, the parties incorporate the foregoing recitals and agree as follows:

**ARTICLE I - DEFINED TERMS**

The capitalized terms used in this Collection Agreement are defined in Exhibit A, Defined Terms, which is attached and incorporated by reference.

**ARTICLE II - AGREEMENT, TERM & RENEWAL TERMS**

II. 1 **Agreement and Independent Contractor Status.** The City hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and process Organic Solid Waste generated at Residential Units, City Facilities and during certain Special Events within the City to the Designated Facilities. The relationship between the City and the Collection Contractor shall be as an independent

contractor. Neither the Collection Contractor nor its employees shall be construed as employees of the City for any purpose.

II. 2 Effective Date and Term. This Collection Agreement shall be effective on the date of last execution. The term of this Collection Agreement shall begin on January 1, 2024 and terminate on December 31, 2024. This Agreement may be renewed for up to two (2) additional consecutive terms of up to one (1) year each, at the sole election of the City, at the price listed in paragraph VI.1, below.

II. 3 Implementation Plan. From and after the Effective Date, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall certify:

(a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform the services pursuant to this agreement; (b) that Collection Contractor's employees have completed training and driven the City-approved collection routes. The City may incorporate additional time restrictions, notwithstanding section 4.3, such as for major roads during rush hour; (c) receipt of the City-approved written notices to Residents explaining the procedures and obligations of each Owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Collection Contractor-provided collection containers is complete; (e) that the Collection Contractor will deliver the Organic Solid Waste to the City Designated Facility for processing; and (f) that the Collection Contractor has delivered to the City proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

### **ARTICLE III - GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR**

III.1 Delivery to City- Designated Facility. The Collection Contractor shall provide regular weekly collection of Organic Solid Waste from each Residential Unit, City Facilities and during Special Events located within the City. All Organic Solid Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the City-approved written notice specified in Section II.3 and Section IV.4. The Collection Contractor's facility is approved to accept and process food scraps making plant food and fertilizer, not compost. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner. In the event food scraps are transferred to a Class 2 facility, this facility will create compost.

III.2 Vehicles and Equipment. The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary, and safe operating condition at all times. All vehicles used by the Collection Contractor for the collection of Organic Solid Waste shall be washed and cleaned, leak proof, rust-free trucks equipped with a broom, shovel, and rake. Other types of vehicles may be used only as approved by the city. All vehicles shall be painted uniformly, and shall bear the Collection Contractor's name, vehicle number and Collection Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City to determine that the same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the City that the vehicles and equipment are safe. Any vehicles or equipment that, in the

opinion of the City, are not clean, sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City.

III.3 Collection Contractor's Office and Telephone. The Collection Contractor shall maintain an office in [REDACTED], or in an adjacent county, and telephone service with a number, which shall be manned by a live operator and a supervisor on working days from 8:00 a.m. to 5:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City. Provided that the City approves, email may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.

III.4 Collection Contractor Ability to Communicate with Vehicles in the Field. The Collection Contractor shall maintain two-way radio or cellular telephone or other means of communication service with the drivers of vehicles used to provide Collection Services within the City, so that the Collection Contractor may communicate with the drivers to expedite the Collection Contractor's response to complaints regarding the Collection Services.

III.5 Employee Training. The Collection Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms, which include safety vest, and conduct for employees involved in providing the Collection Services.

III.6 Organic Solid Waste Collection Containers. The Collection Contractor shall collect all Organic Solid Waste from each Residential Unit from the Collection Contractor-provided collection container, liners, and bands. The Collection Contractor shall provide each Residential Unit with weekly liners and one (1) five-gallon lidded collection container at no additional charge, and a second five-gallon lidded collection container at the request of any Resident. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident one time at no charge and \$5.99 per container thereafter.

III.7 Services at City Facilities. The Collection Contractor shall provide collection containers to the City at the location, number, and day of collection as requested. The Collection Contractor shall collect all Organic Solid Waste deposited in the collection containers on the collection day. If additional collections of the collection containers are necessary, the Collection Contractor shall collect such containers as requested by the City at no additional charge, provided that City requests for additional collection are not greater than four (4) calls in a calendar month. Within reason, the number and locations of the collection container are subject to change at the discretion of the City upon written notice to the Collection Contractor.

III.8 Collection at Special Event. The Collection Contractor shall collect any city-provided collection containers upon request of the city for special events at an agreed upon price per container.

III.9 Commercial Establishments Excluded. This Collection Agreement does not require the Collection Contractor to provide any services to commercial establishments within the City, unless the City has made the determination that the commercial establishment is a residential unit equivalent, or participant in the one-year pilot program. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as City Facilities, Residential Units, or Residential Unit Equivalents.

**ARTICLE IV - COLLECTION CONTRACTOR'S CONDITIONS OF RESIDENTIAL  
UNIT COLLECTION**

- IV.1 **Collection Routes and Day of Collection.** The Collection Contractor shall confirm the weekday on which all Residential Organic Solid Waste will be collected within the City (collection of Residential Organic Solid Waste shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the City.) The Collection Contractor shall not change the day of collection without written approval by the City. In the event such a change is approved by the City, notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety.
- IV.2 **Holidays.** Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week.
- IV.3 **Starting and Ending Time.** Collection of Organic Solid Waste shall occur between 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the City notifies the Collection Contractor that the Collection Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections, the City may, at the City's discretion, withhold or invoice two hundred dollars (\$200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 6.1.
- IV.4 **Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the City, in collaboration with the Collection Contractor, may provide notice to each residential unit regarding the procedures and obligations of the owner or tenant of each residential unit receiving collection services. Any notices shall be submitted to the City for approval no later than twenty (20) days prior to notice to the residential unit.
- IV.5 **Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of organic solid waste shall be made for each residential unit at one point of pick-up at the curbside (opposite side of driveway where refuse is collected) of the residential unit or other identified location for non-curbed residential unit.
- IV.6 **Procedure for Carry-out Collection Services.** The Collection Contractor shall provide Carry out Collection Service at the same rate as the curbside collection service to any resident with a physical disability which limits or impairs the ability to walk, in accordance with the Ohio Revised Code Section [REDACTED]. The City shall maintain the list of residents who are eligible to receive Carry-out Collection Service at no additional charge and notify the other party of any changes to that list.
- IV.7 **Handling of Collection Containers.** All re-usable collection containers used by a resident shall be returned or replaced to the location from which they were removed, erect and with lids in place. The collection contractor shall immediately pick up or sweep up any materials that the

collection contractor spills during collection. The collection contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the collection contractor fails to adequately perform a cleanup required pursuant to this section, the City shall have the right to perform such cleanup services using city employees or other collection contractors and withhold release of payment in accordance with section VI.2.

IV.8 Damage to Collection Containers. The collection contractor shall exercise due care to avoid damaging collection containers. The collection contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the collection contractor. The collection contractor shall warrant that any collection contractor-provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken collection contractor-provided collection containers shall be replaced by the collection contractor, at the sole cost and expense of the collection contractor.

IV.9 Violation of Resident Obligations: Refusal to Collect. Upon the first instance that a resident places Organic Solid Waste for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the City with copies of all tags left at each Residential Unit pursuant to this section, or other such notification as agreed to between the City and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance, but shall act, in good faith, in favor of the City and the Residents receiving the Collection Services.

IV.10 Conduct of Collection Contractor and Its Employees. The Collection Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by [REDACTED] and the [REDACTED] County District Board of Health. Notwithstanding any deduction pursuant to Section VI.2, any and all violations may be enforced in accordance with Ohio Revised Code Section [REDACTED].

The Collection Contractor's employees shall conduct themselves in a polite, courteous, and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor's company name in large type. The City may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City.

IV.10 Collection Contractors Response to Complaints. The City shall notify the Collection Contractor of any complaints received regarding the Collection Contractor's services or performance and suggest corrective measures. The Collection Contractor shall contact the City to determine if any complaints have been received at least once before 5:00 p.m., and once again before the last collection vehicle leaves the City at the end of the day of collection. The Collection Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection within twenty-four (24) hours from the scheduled date of collection.

## **ARTICLE V - PERFORMANCE ASSURANCE, BOND, INSURANCE AND**

## INDEMNIFICATION

- V.1 Performance Assurance. The Collection Contractor shall immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City's own determination that any such notice, order, event, circumstance, or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the City shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the City its written response to any such demand. In the event that the City does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the City and its Residents, the City may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the City deems necessary to assure that the collection services will be provided including the right to terminate the Collection Agreement.
- V.2 Liability Insurance. The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City and the Collection Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of, the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.
- V.3 Proof of Insurance. All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City and authorized to do business in the State of Ohio. The City shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the City at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- V.4 Worker's Compensation Coverage. Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the City satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.

- V.5 Indemnification. The Collection Contractor shall save, indemnify and hold the City, its council, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorney's fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection services under this Collection Agreement, provided that any such claim, damage, loss or expense:
- (a) Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
  - (b) Is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- This section shall survive expiration or earlier termination of this Agreement.
- V.6 Environmental Indemnification. The Collection Contractor shall save, indemnify and hold the City, its Board of Trustees, employees, agents, officers, and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This section shall survive expiration or earlier termination of this Agreement.
- V.7 Indemnity Not Limited. In any and all claims against the City, its employees, agents, officers, and consultants, by any employee of the Collection Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Collection Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.
- V.8 Personal liability. Nothing herein shall be constructed as creating any personal liability on the part of any employee, agent, officer, or consultant of the City.

#### ARTICLE VI- BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

- VI.1 Collection Contractor Billings to City and City Pavement. The Collection Contractor shall bill the City for the Collection Services within ten (10) days following the end of the month, and the City shall pay the Collection Contractor on or before the thirtieth (30<sup>th</sup>) day following the end of such month. Such billing and payment shall be based upon a Service Charge of \$4.99 per household per month for the actual number of participating Residential Units (minimum of 1,200 per month for the contract term). In the event the City reduces payment to the Collection Contractor, in good faith and at its sole discretion, the City will provide a

written explanation and reference to the authorizing provision of the Collection Agreement. In the event that the Collection Contractor disputes the basis for the reduction in payment, the City shall consider the basis for the dispute and may refund any such deduction to the Collection Contractor. However, the City is under no obligation to accept the validity of any such dispute. Bucket and lid replacement will cost \$5.99 per set, and toters will be serviced at \$14.99 per month per container, to be serviced weekly. All buckets distributed as part of the program are the exclusive property of the City [REDACTED]

- VI.2 Deductions from Collection Contractor's Invoice for Non-performance. If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor, calculated as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event that the City performs cleanup services pursuant to Section IV.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the City may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars (\$100.00) per service call plus fifty dollars (\$50.00) per hour for cleanup services performed by the City. The remedies available pursuant to this section are in addition to any other remedies available to the City pursuant to this Collection Agreement, and the City's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City of the right to exercise any remedy response to subsequent failures to perform.
- VI.3 Annual Review of Generation. Annually, the Collection Contractor shall submit a report, or the Collection Contractor and the City shall meet to review the volumes of Organic Solid Waste collected from the City and its Residents and delivered to the City-Designated Facility.
- VI.4 Data Collection and Monthly Reporting. The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the City: (a) a record of the number of Residential Units within the City collected by the Collection Contractor on each regular collection day or the number of bags distributed on each collection day; (b) a record of the Agreement that the Collection Contractor delivers to the City-Designated Facility, for each day that such Organic Solid Waste is delivered to the City-Designated Facility; and (c) a record of each Residential Unit tagged or refused service pursuant to paragraph IV.9 and identification of the unacceptable waste or placement of waste. The Collection contractor shall prepare such records and provide them to the City on a monthly basis.

#### ARTICLE VII- BREACH, CURE, AND TERMINATION

- VII.1 Breach of Contract: Termination. Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the City may terminate the Collection Agreement in the following manner: the City shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been

corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City may terminate this Collection Agreement. Any such termination shall not take effect until the City is able to secure alternate or substitute performance for the Collection Services. The City may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.

VII.2 Surety or City in the Event of a Material Failure. In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City shall take over performance by contract or otherwise at the expense of surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.

VII.3 Termination for Change of Control of Collection Contractor. The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control are a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the City is able to obtain alternate or substitute service.

#### **ARTICLE-VIII – MISCELLANEOUS PROVISIONS**

VIII.1 Entire Agreement. This Collection Agreement, other attachments and exhibits incorporated herein represent the entire agreement of the parties and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.

VIII.2 Notices. Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Collection Contractor, attention (name or title), and to the City, attention (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.

VIII.3 Waiver. No waiver, discharge, or renunciation of any claim or right of the City or the Collection Contractor arising out of a breach of this Collection Agreement by the City or the Collection Contractor shall be effective unless in writing signed by the City and the Collection Contractor.

- VIII.4 Applicable Law. This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in [REDACTED] Ohio.
- VIII.5 Unenforceable Provision. If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- VIII.6 Binding Effect. This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection Contractor's rights or obligations without the express written consent of the City, which consent may be withheld for any reason or for no reason.
- VIII.7 Rights and Benefits. Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the City and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City and the Collection Contractor and not for the benefit of any other property.

**IN WITNESS WHEREOF**, the parties by their duly authorized officers, trustees, or partners, have executed this Collection Agreement on the date set forth above.

City [REDACTED]



NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

# Template Request for Proposals: Curbside Organics Collection

[Download the Working File](#)

**Note:** This Template Request for Proposals (RFP) is intended for procuring curbside organics collection services separate from existing trash and recycling services. It applies only to residential single-family homes and excludes multifamily properties, assumes a Pay-As-You-Throw (PAYT) pricing system, and assumes contracted hauler will provide collection containers. The template may serve as a starting point for RFP development and be adjusted to align with local definitions and service requirements.

Visit our website to download a PDF with fillable forms or a fully editable Word file.

(Municipality)

## REQUEST FOR PROPOSAL (RFP) CURBSIDE ORGANICS COLLECTION AGREEMENT

**Date Issued:** (Date)

**Proposal Deadline:** (Date)

### Proposal Submission Instructions:

Proposals must be submitted electronically to (Email) or in hard copy to:  
(Address).

Proposals must be received no later than (Date).

## 1. Introduction

The (Municipality) (“Municipality”) is seeking proposals from qualified and experienced contractors to provide curbside organics collection services. This service will be a key part in the Municipality’s ongoing efforts to reduce waste, promote sustainability, and meet local waste diversion and recycling goals.

This Request for Proposal (“RFP”) outlines the requirements, scope of work, and proposal submission instructions for interested contractors.

## 2. Objective

The goal of this project is to establish a comprehensive curbside organics collection and recycling program that will allow residential households to separate organic waste (e.g., food scraps, yard waste, food soiled paper) from regular trash, thus diverting it from landfills and enabling the Municipality to enhance its sustainability initiatives.

## 3. Scope of Work

The selected contractor will be responsible for the following tasks:

- **Collection Services:**
  - Provide curbside pickup of organic waste from residential households.
  - Ensure that pickups occur (Weekly/Biweekly) on a scheduled basis.
  - Offer separate collection bins or carts for organics waste, and/or implement any necessary measures to facilitate proper waste separation by residents.
  - Provide residents the opportunity to select between different container sizes under a Pay-As-You-Throw (“PAYT”) pricing system.
  - Provide assistance with any bin exchange, delivery, or maintenance as required.

- **Public Education & Outreach:**
  - Develop and implement an outreach program to educate residents about acceptable materials, proper separation of organics, and program participation.
  - Develop and implement a contamination monitoring program that incorporates an educational component to inform and guide non-compliant participants.
  - Distribute educational materials, such as brochures, flyers, and online resources.
  - Offer multilingual support if needed to ensure inclusivity.
- **Material Processing & Diversion:**
  - Transport collected organic materials to a certified composting or organic waste processing facility.
  - Provide data on the volume of waste collected and diverted from the landfill (e.g., tons per month).
- **End-Product Procurement:**
  - Develop and implement a program to provide finished compost, either through sales or free giveaways, for use by residents and in Municipal operations.
- **Compliance and Reporting:**
  - Ensure the program complies with all local, state, and federal environmental regulations.
  - Submit (Monthly/Bimonthly) reports detailing program progress, including collection and diversion statistics, contamination rates, customer satisfaction, and any issues or concerns.
- **Customer Support:**
  - Provide customer service support for residents, including a hotline and online help system for program-related inquiries, issues, or complaints.

#### 4. Proposal Requirements

Proposals must include the following:

1. **Company Information:**
  - a. Full legal name of the company.
  - b. Contact information for the primary point of contact.
  - c. A brief company history, including experience in providing curbside collection services.
  - d. Description of experience working with similar municipalities or jurisdictions.
2. **Approach to Scope of Work:**
  - a. A detailed plan on how the contractor will meet the requirements in the scope of work, including service frequency, collection methodology, customer outreach, etc.
  - b. Proposed solutions to handle contamination and ensure proper separation of materials.

**3. Schedule:**

- a. Proposed schedule for implementing the program, including timelines for bin distribution, program launch, and educational outreach.

**4. Pricing Proposal:**

- a. Detailed cost breakdown for all services, including initial setup, ongoing collection, education efforts, and any additional costs for residents (e.g., bin fees).
- b. A proposed per-household cost dependent on container size, consistent with a PAYT pricing system or an alternative pricing structure.
- c. Any anticipated price adjustments or escalations over time (e.g., annual inflationary increases).

**5. References:**

- a. At least three (3) references from municipalities or other similar entities where the contractor has provided comparable services.

**6. Compliance with Regulations:**

- a. A statement confirming compliance with all applicable federal, state, and local regulations regarding waste diversion, composting, and environmental standards.

**7. Insurance & Bonding:**

- a. Proof of liability insurance and any required bonding necessary for this type of contract.

**8. Additional Information:**

- a. Any other information or value-added services that the contractor believes will contribute to the success of the program.

**5. Evaluation Criteria**

Proposals will be evaluated based on the following criteria:

**1. Experience and Qualifications (30%)**

- a. Proven experience in providing curbside organics collection services, particularly with municipalities of similar size and scope.

**2. Approach and Methodology (25%)**

- a. The effectiveness and feasibility of the proposed approach to the scope of work, including the ability to meet program objectives and timelines.

**3. Cost Proposal (20%)**

- a. Overall cost efficiency and value for money.

**4. Customer Service and Community Engagement (15%)**

- a. Quality of the proposed public education, outreach, and customer support services.

**5. Compliance and Sustainability Practices (10%)**

- a. Demonstrated ability to comply with environmental regulations and best practices for waste diversion.

## 6. Proposal Submission Guidelines

All proposals must be received by (Date) by (Department) . Late proposals will not be considered. Proposals may be submitted electronically or in hard copy to the following addresses:

- **Electronic Submissions:**

Email: (Email)

- **Hard Copy Submissions:**

Address: (Address)

## 7. Terms and Conditions

1. **Contract Term:**

- a. The term of the agreement is anticipated to be (X years) , with an option to renew for additional periods based on performance.

2. **Municipality's Right to Reject:**

- a. The Municipality reserves the right to reject any and all proposals at its sole discretion.

3. **Public Records:**

- a. All proposals submitted are subject to the Texas Public Information Act (PIA), which may require the Municipality to disclose proposal details upon request.

4. **Insurance and Bonding Requirements:**

- a. Contractors must maintain appropriate insurance coverage and bonding, as outlined in the Municipality's standard contract.

5. **Payment Terms:**

- a. Payment for services will be based on the contract agreement, with payments issued on a (Monthly/Bimont) basis. Details will be finalized in the contract negotiation phase.

## 8. Questions and Clarifications

Any questions regarding this RFP must be submitted in writing to (Contact) by (Date) . Answers to all questions will be posted on the Municipality's website.

## 9. Proposal Submission Checklist

- Company Information
- Approach to Scope of Work
- Schedule
- Pricing Proposal
- Sample Outreach Material

- References
- Compliance with Regulations
- Insurance & Bonding
- Additional Information

Thank you for your interest in providing curbside organics collection services for the (Municipality) . We look forward to reviewing your proposal.

Sincerely,

(Name)

(Title)

(Municipality)

(Contact)



NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

# Template Contract: Curbside Organics Collection

[Download the Working File](#)

**Note:** This Template Contract is intended for procuring curbside organics collection services separate from existing trash and recycling services. It applies only to residential single-family homes and excludes multifamily properties, assumes a Pay-As-You-Throw (PAYT) pricing system, and assumes contracted hauler will provide collection containers. The template may serve as a starting point for contract negotiations and be adjusted to align local definitions and service requirements.

Visit our website to download a PDF with fillable forms or a fully editable Word file.

(Municipality)

## CURBSIDE ORGANICS COLLECTION AGREEMENT

This **Curbside Organics Collection Agreement** (“Agreement”) is entered into as of the (Date) , by and between the (Municipality) (“Municipality”), and (Contractor) (“Contractor”).

### RECITALS

**WHEREAS**, the Texas Commission on Environmental Quality (TCEQ) reported that in the North Central Texas region alone, 11.8 million tons of waste were disposed of in landfills in 2023, making it the highest out of 24 different regions, and accounting for almost 30% of the state's total waste.

**WHEREAS**, the Municipality desires to implement a curbside organics collection program to reduce landfill waste, promote sustainability, and divert Organics Materials (e.g., food scraps, yard waste) from municipal solid waste streams; and

**WHEREAS**, the Contractor is engaged in the business of providing curbside waste collection and organics recycling services and has the expertise, equipment, and resources necessary to perform such services for the Municipality; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

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### 1. DEFINITIONS

- **“Compost”** means the product resulting from the controlled biological decomposition of Organics Materials.
- **“Compostable Plastics”** means plastic materials, including but not limited to bags or cutlery made from biodegradable materials, that meet the ASTM D6400 standard for compostability.
- **“Contamination”** refers to materials outside of identified Organics Materials that are not accepted in the organics collection program due to the damage in the end products.
- **“Diversion”** refers to the amount of waste material redirected for recycling compared to the total amount of waste that was discarded.
- **“Food Scraps”** means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease.
- **“Food-Soiled Paper”** means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

- **“Organics Materials”** means biodegradable waste, including Food Scraps, Yard Trimmings, Food-Soiled Paper, and other organic materials that are suitable for composting or other diversion methods approved by local regulations.
- **“Program”** means the curbside organics collection program to be provided by the Contractor in accordance with this Agreement.
- **“Residential”** refers to services performed at and for residential premises, which include single family dwelling units of (Value) or less dwelling units.
- **“Service Area”** means the geographic area within the City's jurisdiction where the Contractor shall provide curbside organics collection services.
- **“Service Period”** means the term of this Agreement, as set forth in Section 3.
- **“Yard Trimmings”** means leaves, grass clippings, brush, branches, and other forms of Organics Materials generated from landscapes or gardens.

## 2. SCOPE OF SERVICES

The Contractor agrees to provide the following services to the Municipality under this Agreement:

### 2.1 Collection Services

- The Contractor shall collect and transport Organics Materials from Residential properties within the Service Area, on a (Weekly/Biwe) basis, or as otherwise agreed upon.
- The Contractor shall provide all necessary bins, carts, or containers to residents for Organics Materials collection and shall ensure that these bins are clearly marked for Organics Materials.
- The Contractor shall replace lost or damaged bins, carts, or containers at the request of a resident or the Municipality.
- The Contractor shall perform regular route scheduling and collection, ensuring that all eligible households are serviced in a timely manner.
- Collection of Organic Materials from Residential properties shall occur between (Hours) on the day designated for collection.
- The Contractor shall provide door-to-door collection service at the same rate as the curbside collection service to any resident with a physical disability which limits or impairs the ability to walk, as directed by the Municipality.

### 2.2 Public Outreach and Education

- The Contractor shall assist the Municipality in developing and executing a public education program that promotes proper use of the curbside organics collection program, including acceptable and non-acceptable materials. The program must include specific steps designed to increase Diversion and Resident participation in the collection services, and measure the effectiveness of these efforts.
- The Contractor shall provide educational materials such as brochures, flyers, and digital resources to residents about the program.

- The Contractor shall establish and maintain a system for measuring and responding to issues of Contamination exceeding (Value) %, subject to the Municipality’s approval.

### **2.3 Material Processing**

- The Contractor shall transport collected Organics Materials to the approved composting or organic waste processing facility located at (Address) in accordance with local, state, and federal regulations.
- The Contractor shall ensure that the Organics Materials collected pursuant to this Agreement is neither disposed of in a landfill nor utilized as alternative daily cover (“ADC”) at a landfill or other landfill application without prior written consent from the Municipality.
- The Contractor’s vehicle bodies shall be metal, completely enclosed, watertight and designed and manufactured in accordance with current industry standards for solid waste collection.
- The Contractor shall ensure that all collected materials are handled in an environmentally responsible manner and meet all diversion targets set by the Municipality.

### **2.4 End-Product Procurement**

- The Contractor shall provide finished compost, either through sales or free giveaways, for use by residents and in Municipal operations.

### **2.5 Customer Service**

- The Contractor shall maintain a customer service hotline and online support system for residents to report issues, ask questions, and request services (e.g., bin replacements, missed pickups).
- The hotline shall be manned by an operator on working days from 8:00 a.m. to 5:00 p.m. to receive any complaints or calls regarding the curbside organics collection program.

### **2.6 Recordkeeping, Reporting and Compliance**

- The Contractor shall designate a person to serve as agent and liaison between the Contractor and the Municipality and shall maintain a means for contact.
- The Contractor shall prepare and submit (Monthly/Quarterly) reports to the Municipality, detailing: (a) the total number of serviced Residence accounts; (b) monthly tonnage of Organic Waste collected; (c) monthly rates of Contamination; (d) record of each Residential property tagged or refused service due to Contamination; (e) record of customer satisfaction; (f) summary of educational services conducted; and other key performance metrics.
- The Contractor shall comply with all applicable local, state, and federal regulations regarding waste collection, organics processing, and environmental safety.

## 2.7 Right to Direct Changes

- The Municipality reserves the right to direct changes to the scope, frequency, routing, methods, processing standards, or other aspects of the collection and processing services provided by the Contractor. All directed changes shall be communicated in writing through a formal change order issued by the Municipality.
- If the directed change results in a change in the cost of performing services, the Contractor shall be entitled to a reasonable adjustment to the compensation under this Agreement.

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## 3. TERM OF AGREEMENT

The term of this Agreement shall be (Duration) commencing on (Start Date), with the option for one or more extensions upon mutual written agreement of the parties. The initial term shall expire on (End Date).

Following the completion of the service term, if a new contractor is selected to provide services, the Contractor shall provide the Municipality and new contractor with billing information, route lists, access codes to service certain areas, service levels, and other operating information to ensure there is no major break in service.

If, in the sole judgment of the Municipality, the Contractor fails or is unable to maintain essential services during an emergency or disruption, the Municipality reserves the right to temporarily assume responsibility for all or part of the services, either through municipal resources or a third-party provider.

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## 4. COMPENSATION AND PAYMENT

### 4.1 Service Fees

- The Contractor shall bill the Municipality for the services described in this Agreement within (Value) days following the end of the month, and the Municipality shall pay the Contractor on or before the (Value) day following the end of such month.
- Such billing and payment shall be based upon a Pay-As-You-Throw (“PAYT”) system per household per month for the actual number of participating Residential properties, as follows:

Container Size	Charge per Month
<b>Small</b> (32 gallon) Organic Waste container	(Fee)
<b>Medium</b> (64 gallon) Organic Waste container	(Fee)
<b>Large</b> (96 gallon) Organic Waste container	(Fee)

- Bins, carts, or containers replacements will cost (Fee) per set, and will be serviced at (Fee) per month per container.

#### 4.2 Adjustments

- The Contractor may submit an annual request for price adjustments, based on changes in the Consumer Price Index (CPI) or other relevant economic factors, subject to the Municipality's approval.

#### 4.3 Late Payments

- Any payment not received within (Value) days of the due date shall be subject to a late fee of (Fee) per month on the overdue amount.

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## 5. INSURANCE AND INDEMNIFICATION

### 5.1 Insurance

- The Contractor shall maintain at its own expense, throughout the term of this Agreement, the following insurance coverage:
  - Commercial General Liability insurance with coverage of at least (Fee) per occurrence.
  - Workers' Compensation insurance as required by law.
  - Automobile Liability insurance for all vehicles used in the performance of services under this Agreement, with coverage of at least (Fee) per occurrence.

### 5.2 Indemnification

- The Contractor agrees to indemnify, defend, and hold harmless the Municipality, its officers, employees, agents, and representatives from any and all claims, damages, liabilities, and expenses arising out of the Contractor's performance or failure to perform under this Agreement, except as caused by the negligence or willful misconduct of the Municipality.

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## 6. PERFORMANCE STANDARDS AND PENALTIES

### 6.1 Performance Standards

- The Contractor agrees to meet the following performance standards:
  - Timely collection of organics materials as per the agreed schedule.

- Minimal Contamination in collected organics, with a target Contamination rate of (Value) % or less.
- Effective customer service response times, with no more than (Value) complaints per month.

## 6.2 Penalties for Non-Performance

- If the Contractor fails to meet the performance standards specified in Section 6.1, the Municipality may impose penalties, including but not limited to:
  - A monetary penalty of (Fee) per incident.
  - Possible reduction in the payment for that billing cycle.

---

## 7. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to those related to waste diversion, environmental protection, and safety.

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## 8. TERMINATION

### 8.1 Termination for Convenience

- The Municipality may terminate this Agreement at any time for convenience, with (Value) days' written notice to the Contractor. In the event of termination for convenience, the Municipality shall pay the Contractor for all services rendered up to the termination date.

### 8.2 Termination for Cause

- Either party may terminate this Agreement in the event of a material breach by the other party, which is not cured within (Value) days of written notice.
- In the event of termination, the Contractor's surety shall have the right to take over and perform under this Agreement. However, if the surety does not commence performance, the Municipality shall take over performance by contract or expense of surety.

---

## 9. DISPUTE RESOLUTION

In the event of a dispute arising under this Agreement, the parties agree to first attempt to resolve the dispute through informal negotiation. If the dispute cannot be resolved informally, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the

(Arbitration Associatic and judgment on the award may be entered in any court having jurisdiction.

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## 10. MISCELLANEOUS PROVISIONS

### 10.1 Independent Contractor

- The Contractor is an independent contractor and not an employee of the Municipality. The Contractor shall have no authority to bind the Municipality in any manner.

### 10.2 Entire Agreement

- This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

### 10.3 Amendments

- Any amendments to this Agreement must be in writing and signed by both parties.
- 

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

#### MUNICIPALITY

By: (Municipality)

Name: (Name)

Title: (Title)

Date: (Date)

#### CONTRACTOR

By: (Contractor)

Name: (Name)

Title: (Title)

Date: (Date)



NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

# Template Ordinance: Universal Access to Service

[Download the Working File](#)

**Note:** This ordinance assumes the municipality already has contracted waste services for garbage and/or recyclables, and that these agreements will be expanded to include the separation and collection of organic waste. It should be integrated with existing ordinances governing trash and/or recycling collection. If waste collection is provided directly by the City, the term “Hauler” may be substituted with “City.”

Visit our website to download a PDF with fillable forms or a fully editable Word file.

## **Ordinance No.** (Ordinance No.)

### **An Ordinance Requiring Universal Access to Organic Waste Collection Services**

**WHEREAS,** (Municipality) recognizes the significant environmental impact of organic waste disposed of in landfills, including its contribution to methane emissions, waste diversion challenges, and the depletion of natural resources;

**WHEREAS,** the Texas Commission on Environmental Quality (TCEQ) reported that in the North Central Texas region alone, 11.8 million tons of waste were disposed of in landfills in 2023, making it the highest out of 24 different regions, and accounting for almost 30% of the state's total waste;

**WHEREAS,** (Municipality) is committed to promoting sustainability, resource conservation, and the reduction of solid waste, and believes that curbside residential organics collection is a critical component of achieving these goals;

**WHEREAS,** studies and pilot programs have shown that curbside organics collection programs can significantly reduce landfill waste, contribute to local composting efforts, and provide residents with an opportunity to divert organic waste from landfills, thereby supporting a circular economy;

**NOW, THEREFORE,** (Municipality) hereby adopts the following Universal Access to Organic Waste Collection Services Ordinance.

---

#### **Section 1. Title and Purpose**

This ordinance shall be known as the **Universal Access to Organic Waste Collection Services Ordinance**. Its purpose is to ensure the availability of Organic Waste collection services to all Residences within (Municipality). These services are intended to reduce the amount of Organic Waste sent to landfills or incinerators, reduce greenhouse gas emissions, and promote the reuse of valuable organic materials through composting and related processes.

---

#### **Section 2. Definitions**

For the purposes of this ordinance, the following definitions shall apply:

- **“Composting”** means a controlled aerobic process of decomposing Organic Waste into nutrient-rich soil amendments.
- **“Food Scraps”** means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease.

- **“Food-Soiled Paper”** means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- **“Hauler”** means any entity providing regular recurring residential curbside collection, transportation, or disposal services of discard materials (e.g. garbage, recyclables, compostables) within the Municipality.
- **“Municipality”** refers to the (Municipality) .
- **“Organics Waste”** means biodegradable waste, including Food Scraps, Yard Trimmings, Food-Soiled Paper, and other organic materials that are suitable for composting or other diversion methods approved by local regulations.
- **“Residence”** refers to services performed at and for residential premises, which include single family dwelling units of (Value) or less dwelling units.
- **“Source Separation”** means the act of keeping Organic Waste separate from other types of waste at the point of generation.
- **“Yard Trimmings”** means leaves, grass clippings, brush, branches, and other forms of Organics Materials generated from landscapes or gardens.

### Section 3. Requirements

#### (a) Service Availability

1. Haulers operating within the Municipality must make Organic Waste collection service available and accessible to any Residences they serve for other forms of waste collection.
2. Participation shall be voluntary by Residences, but Organic Waste collection service must be available upon Resident request.

#### (b) Collection Standards

1. Haulers must provide curbside collection of Organic Waste at a minimum frequency of (Weekly/Biwe) .
2. Acceptable Organic Waste shall be designated by the Municipality and include the following:
  - a. Food Scraps, including fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells
  - b. Food-Soiled Paper, including compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons
  - c. Yard Trimmings, including leaves, grass clippings, brush, and branches
3. Haulers may require that Residences use containers provided by the Hauler or allow Residences to provide their own containers.
  - a. Containers must be durable, clearly labeled with instructions for use, and sufficient in size to store Organic Waste between pickups.

- b. Hauler must retain ownership of issued containers and be responsible for replacements due to normal wear. Damage caused by Residents must be repaired or replaced at the Resident's expense.
4. Residents participating in Organic Waste collection services must separate Organic Waste into the designated container, as agreed upon by the Hauler.

**(c) Processing Standards**

1. Haulers must deliver collected Organic Waste to properly permitted composting or anaerobic digestion facilities.
2. Organic waste must not be landfilled or incinerated, except in emergencies as determined by the Municipality.

**(d) Cost Standards**

1. Haulers shall provide, in good faith, Organic Waste collection services at a reasonable and fair cost to Residences, to incentivize participation without creating barriers.

**(e) Education and Outreach**

1. Haulers must provide educational materials on Organic Waste collection services to customers. Materials may include, but are not limited to:
  - a. Internet web pages
  - b. Brochures
  - c. Mailings
  - d. Advertisements
  - e. Radio and television commercials or public service announcements
2. Haulers must provide, at a minimum, notifications to new customers that include:
  - a. Program overview, including how to participate, accepted materials, clear collection process and schedule, and contact information
  - b. Material preparation guidelines detailing required process for ensuring collection and processing of Organic Waste
  - c. Recommendations and tips to reduce total waste production

**(f) Reporting Requirements**

1. Haulers must submit a quarterly report to the Municipality that includes:
  - a. Total number of serviced Residence accounts
  - b. Monthly tonnage of Organic Waste collected
  - c. Location of delivery and processing facilities of Organic Waste

**(g) Administrative Fee**

1. An administrative fee of (Fee) per customer per month shall be remitted quarterly to the Municipality to support program administration, promotion, and outreach.

---

## Section 4. Implementation and Education

- The Municipality shall implement an outreach and education program to inform Residents and Haulers of their responsibilities under this ordinance.
  - Technical assistance shall be provided by the Municipality to help Haulers comply with this ordinance.
- 

## Section 5. Enforcement and Penalties

### (a) Inspections and Monitoring

- Failure of a Hauler to provide required services under this ordinance may result in penalties as prescribed in Section 5.b.
- Residents may file complaints with the Municipality for non-compliance by Haulers, which shall be investigated by the Municipality.

### (b) Penalties

- First violation: Written warning and educational materials.
  - Second violation: Fine up to (Fine) .
  - Subsequent violations: Fines up to (Fine) per occurrence.
- 

## Section 6. Exemptions

- Temporary exemptions may be granted for Haulers where compliance would pose an undue hardship, as determined by the Municipality.
  - Request for exemptions must be submitted in writing to the Municipality and include, at a minimum, the number of customers affected and the reasons supporting the request.
- 

## Section 7. Severability

If any part of this ordinance is held invalid, the remainder shall remain in effect.

---

## Section 8. Effective Date

This ordinance shall take effect on (Date) , with all Haulers required to comply no later than (Date) .



NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

# Template Ordinance: Expanded Municipal Collection

[Download](#) the Working File

**Note:** This ordinance assumes the municipality already has contracted waste services for garbage and/or recyclables, and that these agreements will be expanded to include the separation and collection of organic waste. It should be integrated with existing ordinances governing trash and/or recycling collection. If waste collection is provided directly by the City, the term “Hauler” may be substituted with “City.”

Visit our website to download a PDF with fillable forms or a fully editable Word file.

## **Ordinance No.** (Ordinance No.)

### **An Ordinance Requiring the Expansion of Existing Solid Waste Collection Services to Organic Waste.**

**WHEREAS,** (Municipality) recognizes the significant environmental impact of organic waste disposed of in landfills, including its contribution to methane emissions, waste diversion challenges, and the depletion of natural resources;

**WHEREAS,** the Texas Commission on Environmental Quality (TCEQ) reported that in the North Central Texas region alone, 11.8 million tons of waste were disposed of in landfills in 2023, making it the highest out of 24 different regions, and accounting for almost 30% of the state's total waste;

**WHEREAS,** (Municipality) currently administers contracted solid waste collection services for its residents, which include the organized and systematic separation of household refuse and recyclable materials;

**WHEREAS,** (Municipality) is committed to promoting sustainability, resource conservation, and the reduction of solid waste, and believes that curbside residential organics collection is a critical component of achieving these goals;

**WHEREAS,** studies and pilot programs have shown that curbside organic waste collection programs can significantly reduce landfill waste, contribute to local composting efforts, and provide residents with an opportunity to divert organic waste from landfills, thereby supporting a circular economy;

**NOW, THEREFORE,** (Municipality) hereby adopts the following Expanded Municipal Collection of Organic Waste Ordinance.

---

#### **Section 1. Title and Purpose**

This ordinance shall be known as the **Expanded Municipal Collection of Organic Waste Ordinance**. Its purpose is to reduce the amount of organic waste sent to landfills or incinerators, reduce greenhouse gas emissions, and promote the reuse of valuable organic materials through composting and related processes.

---

#### **Section 2. Definitions**

For the purposes of this ordinance, the following definitions shall apply:

- **“Composting”** means a controlled aerobic process of decomposing Organic Waste into nutrient-rich soil amendments.
- **“Food Scraps”** means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease.
- **“Food-Soiled Paper”** means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- **“Hauler”** means a private company that provides residential curbside collection services of discarded materials (e.g. garbage, recyclables, compostables) on behalf of the Municipality.
- **“Refuse”** means all nonhazardous solid waste, excluding Organic Waste and Recyclable Materials, generated at a Residence determined to be landfilled as designated by the Municipality.
- **“Municipality”** refers to the (Municipality) .
- **“Organics Waste”** means biodegradable waste, including Food Scraps, Yard Trimmings, Food-Soiled Paper, and other organic materials that are suitable for composting or other diversion methods approved by local regulations.
- **“Pay-As-You-Throw”** means a pricing policy that charges a fee based on the amount of solid waste discarded and set out for collection.
- **“Recyclable Materials”** means those materials deemed as single-stream recyclables by the Municipality or Municipality’s Hauler.
- **“Residence”** refers to services performed at and for residential premises, which include single family dwelling units of (Value) or less dwelling units.
- **“Source Separation”** means the act of keeping Organic Waste separate from other types of waste at the point of generation.
- **“Yard Trimmings”** means leaves, grass clippings, brush, branches, and other forms of Organics Materials generated from landscapes or gardens.

---

### Section 3. Requirements

#### (a) General Responsibility

1. Hauler shall provide residential waste collection services for Refuse, Recyclable Materials, and Organic Waste, as provided in this chapter, for all Residences within the Municipality, except for those specifically excluded from such services.
2. Nothing in this chapter shall prohibit any person from contracting for or hauling one’s own Refuse, Recyclable Materials, or Organic Materials, provided it is collected and disposed of in conformity with all applicable regulations set by the Municipality.

3. Residences subject to the Municipality's residential waste collection services shall be responsible for placing Refuse, Recyclable Materials, and Organic Waste in the manner prescribed by this ordinance.

**(b) Residential Refuse Collection**

1. Residences subject to the Municipality's residential waste collection services program are provided with a (Color) container in which to place specified items defined as Refuse.
2. Acceptable Refuse shall be designated by the Municipality.
3. All Refuse shall be placed in the designated collection container only.
4. Containers must be placed at the curb with lids closed on the designated collection schedule established by the Municipality.

**(c) Residential Recyclable Materials Collection**

1. Residences subject to the Municipality's residential waste collection services program are provided with a (Color) container in which to place specified items defined as Recyclable Materials.
2. Acceptable Recyclable Materials shall be designated by the Municipality.
3. All Recyclable Materials shall be placed in the designated collection container only.
4. Containers must be placed at the curb with lids closed on the designated collection schedule established by the Municipality.

**(d) Residential Organic Waste Collection**

1. Residents subject to the Municipality's residential waste collection services program are provided with a (Color) container in which to place specified items defined as Organic Waste.
2. Acceptable Organic Waste shall be designated by the Municipality and include the following:
  - a. Food Scraps, including fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells
  - b. Food-Soiled Paper, including compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons
  - c. Yard Trimmings, including leaves, grass clippings, brush, and branches
3. All Organic Waste shall be placed in the designated collection container only.
4. Containers must be placed at the curb with lids closed on the designated collection schedule established by the Municipality.

**(e) Collection Standards**

1. Hauler shall furnish a minimum of one (1) collection container for each service type (Refuse, Recyclable Materials, Organic Waste) for those Residences subject to the Municipality's residential waste collection program.

1. Containers shall be durable, clearly labeled with instructions for use, and follow the design standards of the refuse and recycling containers.
2. Hauler shall be responsible for the maintenance and replacement of containers due to normal wear, but residents must cover the cost for damage caused by misuse.
2. Containers for Refuse, Recyclable Materials, and Organic Waste shall be provided in three (3) sizes: small (32 gallons), medium (64 gallons), and large (96 gallons).
3. Residents may switch between container sizes upon request.

**(a) Service Costs**

1. Hauler shall institute a collective Pay-As-You-Throw (PAYT) system for the collection and hauling of Refuse, Recyclable Materials, and Organic Waste.
2. Fees for collection service shall be assessed in accordance with the collection container sizes.
3. Monthly fees for household Refuse, Recyclable Materials, and Organic Waste collection shall be as follows:

Container Size	Charge per Month
<b>Small</b> Refuse, Recyclable Materials, and Organic Waste containers	(Fee) <input type="text"/>
<b>Medium</b> Refuse, Recyclable Materials, and Organic Waste containers	(Fee) <input type="text"/>
<b>Large</b> Refuse, Recyclable Materials, and Organic Waste containers	(Fee) <input type="text"/>

**(c) Processing Standards**

1. Hauler must deliver collected recyclable materials to properly permitted material recovery facilities or transfer stations.
  1. Recyclable Materials must not be landfilled or incinerated, except in emergencies as determined by the Municipality.
2. Hauler must deliver collected Organic Waste to properly permitted composting or anaerobic digestion facilities.
  1. Organic waste must not be landfilled or incinerated, except in emergencies as determined by the Municipality.

**(d) Education and Outreach**

1. Hauler shall provide educational materials on waste collection services to customers. Materials may include, but are not limited to:
  - a. Internet web pages
  - b. Brochures
  - c. Mailings
  - d. Advertisements
  - e. Radio and television commercials or public service announcements

2. Hauler shall provide, at a minimum, notifications to new customers that include:
  - a. Program overview, including how to participate, accepted materials, collection schedule, and contact information
  - b. Material preparation guidelines detailing the required process for ensuring the collection and processing of Organic Waste
  - c. Recommendations and tips to reduce total waste production

#### **(e) Reporting Requirements**

1. Hauler shall provide a quarterly report to the Municipality that includes:
    - a. Total number of serviced Residence accounts
    - b. Monthly tonnage of Organic Waste collected
    - c. Location of delivery and processing facilities of Organic Waste
    - d. Summary of educational services conducted
    - e. Contamination notices or warnings provided to Residences
- 

#### **Section 4. Severability**

If any part of this ordinance is held invalid, the remainder shall remain in effect.

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#### **Section 5. Effective Date**

This ordinance shall take effect on (Date)   .