

Request for Proposals

Collection and Disposal of Solid Waste:
Refuse, Recyclables, Yard Waste, and Other
Services In Walled Lake, Michigan

Released: September 2, 2026
Responses Due: November 4, 2026

Issued By:
City of Walled Lake

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1. General Information

1.1 Purpose

1.1.1 Scope of Services Being Solicited

This Request for Proposals (the “RFP”) is issued by the City of Walled Lake (the City). The RFP requests Technical and Cost Proposals from qualified Vendors (the “Proposers”) to provide collection of solid waste in the form of refuse, bulky items, recyclables, and yard waste for all designated residential housing units, and special solid waste and recycling services within the City including the potential for collection and disposal of solid waste from City-utilized containers, in accordance with the provisions of this RFP.

The work to be performed under this contract shall consist of providing refuse, bulky item, recyclable, and yard waste collection and disposal services. The Proposer shall be responsible for designating the refuse disposal location (landfill or transfer station) and yard waste composting site and including all tip fees in the cost proposal.

The selected contractor shall be responsible for providing and maintaining all labor, equipment, materials, tools, insurance, permits, supervision, and all other items necessary to collect and dispose of the designated solid waste in accordance with all applicable local, state, and federal requirements.

The initial collection contract is intended to be executed by April 1, 2027, with operations anticipated to begin July 1, 2027. The term of the contract will be a service period of five (5) years through June 30, 2032, with one (1) option to renew for a period of three (3) years.

The City may hold proposals for a period of one hundred twenty days (120) days from opening for the purpose of reviewing results and investigating qualifications of Proposers prior to making an award. The City reserves the right to waive irregularities and to accept or reject any or all proposals submitted, and take any other action allowed by law, ordinance, or city purchasing policy.

1.1.2 Profile of Service Area

This RFP is only intended to solicit for services in the City of Walled Lake. According to the 2020 Census, the City has a household population of 7,250. Curbside service is provided to approximately 2,132 households within the City, including single-family detached homes, two-family residential homes, and some residential condominium developments.

Solid waste is collected in homeowner-provided 35-gallon containers or bags with 20% of households using contractor-provided refuse carts. Yard waste is currently collected in homeowner-provided 35-gallon containers or yard waste bags. Recycling is currently collected in contractor-provided recycling bins and/or 64-gallon carts. Approximately 65% of households use recycling bins and 35% have recycling carts.

Bidders will be expected to maintain the current service/collection day of Wednesday.

The figures below are reported tons collected over the past two (2) years, but no assurances are given that they reflect future tonnages.

Year	Refuse	Recycling	Yard Waste
2025	1,799	218	390
2024	1,811	277	341

1.1.3 General Description of Work to be Performed

The company selected as the Vendor (the “Contractor”) will provide collection and disposal services for refuse, recyclables, bulky items, and yard waste for all designated residential housing units in accordance with the provisions of this RFP.

The Contractor may also be responsible for other municipal solid waste and/or recycling container pickups, as well as on-demand service for roll-offs, special waste services, and special event solid waste containers, as requested by the City. Appendix A provides additional detail concerning these services.

1.1.4 Mandatory Requirements for Successful Proposer

These guidelines are provided to assist participating firms in formulating a thorough response. The successful firm shall ensure/understand that:

1. They shall work closely with the City during all phases of the work. A strong, positive working relationship must be maintained.
2. All licenses required for a discipline by the State of Michigan shall be maintained during the term of the contract.
3. The firm shall provide a single point of contact for the duration of the contract.
4. The firm shall meet with applicable City committees, City Council, and boards and commissions as necessary.

The selected vendor shall be required to sign a *Solid Waste, Yard Waste, Recycling Collection, and Disposal Agreement* with the City.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract; or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

1.2 Submittals

1.2.1 Issuing Office

This RFP is issued by the City of Walled Lake. To maintain the integrity of this procurement, all correspondence or questions concerning this RFP must be submitted in writing (letter, fax, or e-mail) to the contact below. Failure to do so may result in disqualification of your proposal:

L. Dennis Whitt, City Manager
1499 E. West Maple Road
Walled Lake, MI 48390
ldenniswhitt@walledlake.com
(248) 624-4847

Replies will be issued by addenda if there is a material change to the specifications, and then posted on MITN website at www.mitn.info. Questions received less than seven (7) days prior to the date of opening will not be answered by formal written addenda. Oral interpretations or clarifications will be without legal effect.

1.2.2 Proposals

To be considered, Proposers must submit a complete Technical and Cost Proposal response to this RFP, in accordance with Section 4, Submission Requirements & Forms. The Technical and Cost Proposal must be signed by an official authorized to bind the Vendor to their provisions. The RFP response must include a statement from the Vendor as to the period during which its proposal will remain in effect. This period must be at least 120 days from the due date of submission of the Proposal.

One (1) copy of the proposal shall be submitted. Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Vendors must respond to this RFP using the format and forms provided in the RFP. Failure to conform to the specifications will be considered non-responsive and may result in disqualification. Deviations from the scope of work must be noted.

1.2.3 Response Date for Submitting Technical and Cost Proposal

Sealed technical and cost proposals need to be received by 4:00 pm, November 4, 2026. Proposers shall submit proposals to the following address:

City of Walled Lake
Attn: Clerk's Office
1499 E. West Maple Road
Walled Lake, MI 48390

All proposals shall be clearly marked "REQUEST FOR PROPOSALS TO PROVIDE REFUSE, RECYCLABLE AND YARD WASTE COLLECTION AND DISPOSAL SERVICES" along with the name and address of the Proposer, and shall be accompanied by a Bid Bond and all required documents. If the proposal is sent through the mail or by other delivery system, the sealed envelope shall be enclosed in a separate mail envelope marked "PROPOSAL DOCUMENTS ENCLOSED" on the face. Each Proposer assumes all risks in using the mail or any other delivery system, including, but not limited to the risk that its proposal will not be delivered before submission deadline.

All technical and cost proposals must be accompanied by bid bond, letter of credit, or certified check satisfactory to the City, executed by a surety company or domestic banking institution authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the City, in an amount equal to one hundred thousand dollars (\$100,000.00). Failure to provide a bid bond or letter of credit may result in disqualification.

Late submittals will not be accepted.

Proposals may be modified or withdrawn by an appropriate document duly executed and delivered prior to the opening of proposals. After the proposal opening, all proposals shall remain open for one hundred twenty (120) days.

1.2.4 Addenda

Prior to the submission due date, the City reserve the right to revise or amend the RFP. Any changes made to the RFP will be posted on the MITN website at www.mitn.info. These addenda will be numbered consecutively. It is the vendor's responsibility to be sure they have obtained all addenda. Each Proposer shall acknowledge the receipt of all addenda by executing the acknowledgement section included in the Proposal form and submitting it with the proposal.

1.2.5 Incurring Costs

The City is not liable for any costs incurred by prospective Vendor prior to signing of a contract.

1.2.6 Pre-Proposal Conference

A voluntary informational pre-proposal meeting to explain the services and answer any questions will be held at Walled Lake City Hall on September 30, 2026 at 4:00 p.m.

The City may elect to provide answers in writing to questions received at the pre-proposal meeting. Attendance is voluntary.

1.2.7 Contract Award

Contract negotiations will be undertaken with the responsive Proposer found by the City to be the most qualified, responsible, and capable of implementing the scope of services at a reasonable cost. The service agreement to be executed with the selected Vendor will be that which is most advantageous to the City as determined by the City. Contract award is subject to the approval of the Walled Lake City Council.

1.2.8 Reporting

All reports, charts, graphs, databases, graphics, and other information developed and/or provided under this request for proposal will be submitted in a format responsive to the needs of the City.

1.2.9 Vendor's Liability and Non-Discrimination

The selected Vendor will provide and maintain public liability, property damage, motor vehicle liability, and workers' compensation insurance insuring, as provided in Section 1.2.18 this RFP. The selected Vendor is responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. The Vendor shall secure all necessary certificates and permits from municipal or other public authorities and comply with all federal, state, and municipal laws, ordinances, and regulations as may be required.

It is the policy of the City to provide fair and reasonable opportunities for participation. During the performance of the agreement, the successful Vendor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of the nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. The Vendor also agrees to comply with all applicable federal, state, and local laws in the conduct of work. A breach of this covenant shall be regarded as a material breach of this contract.

1.2.10 Disclosure

All supporting documentation shall become the property of the City, unless requested otherwise at the time of submission. The Michigan Freedom of Information Act requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

1.2.11 Rejection Rights

The City reserves the right to reject any or all proposals and reissue an RFP if it chooses.

1.2.12 Acceptance of Proposals

The City reserves the right to waive any irregularity in the proposals received, and to accept any proposal which is deemed to be most favorable to the interests of the City.

1.2.13 Interpretation, Corrections and Changes

All questions and/or requests for clarification shall be in writing. No oral interpretation, instruction, or information concerning the RFP given by any employee or agent of the City shall be binding. The City will not be responsible for any explanation or interpretation of the RFP unless it is in accordance with the written procedure.

1.2.14 Specifications

The refuse, recyclable, yard waste collection, and disposal specifications which will govern the contract are set forth in the General Provisions and Specifications provided in Parts 2 and 3 of this RFP.

1.2.15 General Information

Proposers shall inform themselves and comply with all pertinent City regulations and ordinances, State and Federal laws, licenses and tax liability that may in any manner affect their proposals and execution of the work.

1.2.16 Local Conditions Affecting Work

Proposers shall visit the service area and shall completely inform themselves of relative traffic congestion, types of housing, population density, proposed collection procedures, required labor, and other conditions and factors, local and otherwise, which would affect execution and completion of the work at the prices proposed. Such considerations shall include the arrangement and condition of existing structures and facilities, the availability and cost of labor and fuel, facilities for transportation, and handling and storage of materials and equipment. Normal development and/or redevelopment including all types of road construction must also be considered. All such factors shall be properly investigated and considered in the preparation of the proposal. There shall be no subsequent financial adjustment for lack of such prior information.

1.2.17 News Releases

News releases pertaining to this RFP or the service to which it relates shall not be made without prior approval from the City.

1.2.18 Insurance and Performance Bond Requirements

The Contractor shall submit a Certificate of Insurance prior to the execution of a contract meeting the minimum limits of liabilities as outlined. All insurance carriers must be acceptable to the City and licensed in the State of Michigan.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. The Vendor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. Workers' Compensation Insurance: The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance: The Vendor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" and motor vehicle insurance with limits of liability not less than \$3,000,000.00 (three million dollars) per occurrence, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. Pollution/Environmental Insurance. Contractor shall procure and maintain during the life of the blanket purchase order, Pollution /Environmental Liability Coverage on an "Occurrence Basis" and with limits of liability not less than \$3,000,000.00 (three million dollars) per occurrence.
4. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "The City of Walled Lake, all elected and appointed officials, all employees and volunteers." This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
5. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the City of Walled Lake, 1499 E. West Maple Road, Walled Lake, MI 48390."

If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificates and/or policies to the City at least thirty (30) days prior to the expiration date.

The Contractor shall also provide a performance bond from a Surety, licensed to do business in the State of Michigan, in the sum equal to one-fourth of the amount of the annual total contract price in the event Contractor fails to faithfully perform Contractor's obligations under this Contract. Said financial assurance shall take the form of a corporate surety bond, or other financial assurance deemed acceptable by the City. Said financial assurance shall stay in effect throughout the contract period. If the surety

will only issue a bond for a one-year period, each replacement bond shall be provided to the City Clerk prior to the expiration of the current bond. The language for required performance bond is included in Appendix C.

1.2.19 Hold Harmless

To the fullest extent permitted by law, Vendor agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, their elected and appointed officials, employees, volunteers or others working on behalf of the City by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

1.2.20 Commercial Drivers Licenses

All drivers and operators of collection vehicles shall be licensed appropriately by the State of Michigan for operating those vehicles.

1.2.21 Dispute Resolution

The City and the Contractor agree to first use the following process to resolve disputes about issues related to the performance of this contract. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as a fact-finding opportunity to identify the issue, clarify the problem, review the applicable contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within 30 days of the initial dispute resolution meeting or specify an alternative schedule and deadline for resolving the issue. Nothing in this section, Dispute Resolution, shall be construed or implied to reduce, eliminate, or otherwise affect the rights of the City or the Contractor to use any and all other means of legal remedies.

1.2.22 Default and Termination

The City may, after giving Contractor and the surety one hundred and eighty (180) days written notice and to the extent permitted by laws and regulations, terminate the contract, if the City decides to eliminate its solid waste program and does not allocate funds to the program.

The City may, after giving Contractor and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the contract if the Contractor:

1. Fails to Perform the required work as specified in this RFP as determined by the City and fails to correct the deficiency within thirty (30) days after receiving written notice from the City.

2. Materially Violates Any Law or Regulation of any municipal, local, state, or federal laws, rules, regulations, ordinances, and specifications, in performance of this Contract.
3. Files for Bankruptcy or Insolvency. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
4. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency.
5. Assigns this Contract or any portion thereof in violation of the Agreement.

1.3 Proposal Evaluation and Selection Process

1.3.1 Proposal Review Process Timeline

Following is an estimated timetable for the reviewing of proposals and selecting a Contractor:

<u>TASK</u>	<u>EXPECTED DATES</u>
1. Distribution of RFP	September 2, 2026
2. Optional Pre-Proposal Conference	September 30, 2026
3. Proposal Due Date	November 4, 2026
4. Interviews for Top Vendors (City's Discretion)	December 1 – 5, 2026
5. Consideration by City Staff (Tentative)	December 2026
6. Award of Contract by the City Council (Tentative)	January 2027
7. Contract Execution	NLT April 1, 2027
8. Begin Contracted Operations	July 1, 2027

1.3.2 Acceptance of Proposal Content

The contents of the Technical and Cost Proposal of the successful Vendor will become contractual obligations with the proposal attached by reference to the final Contract documents unless amended by the final contract. Failure of the successful Vendor to accept these obligations may result in cancellation of the award.

1.3.3 Interviews/Oral Presentation

One or more oral presentations to the City may be required prior to award of this contract. Proposers will be notified via an electronic message if oral presentations are to be scheduled.

1.3.4 Vendor Exceptions to the RFP and Contract Requirements

All aspects of the RFP and the contract terms contained in it are binding to the successful Vendor and its Technical and Cost Proposal. Vendors shall list any desired exceptions to specific requirements of the RFP and the contract terms in their Technical and Cost Proposal at the time of their submittal so that the request can be considered in the Vendor selection process. These exceptions are required to be noted in the Technical Proposal Forms under “Exceptions.” The City will not be obligated to consider any requests for exceptions to specific requirements of the RFP and the proposed contract made by the selected Vendor after the due date for the Technical and Cost Proposals.

1.3.5 Exclusionary Criteria and Proposal Elimination

Submitted proposals will be subject to the following exclusionary criteria to determine if they are responsive. Those proposals failing to meet any or all criteria will be deemed non-responsive and may be excluded from further consideration:

- Submitted after deadline for proposals
- Did not provide all required information or required number of copies
- No signature on binding cover letter
- Bid bond or certified check not provided with proposal

1.3.6 Evaluation Criteria and Contractor Selection

Proposals not excluded through this process will then receive a separate and more comprehensive evaluation.

The City has a strong interest in selecting the Vendor with the best quality and most cost-effective proposal.

Proposals will be evaluated based on the following criteria:

- Vendor’s related experience and strength of operations
- Technical: Vendor’s work plan for completing the scope of services
- Financial: Vendor’s financial stability and pricing

Each criterion is described in detail in the following sub-sections.

1.3.7 Experience/Strength of Operations Criteria and Contractor Selection

The City will consider the experience and strength of operations aspects of the Vendor's proposed services. The experience and strength of operations of each Proposer will be evaluated in terms of demonstrated performance to determine the relative ability of each Proposer to implement the program elements described in this RFP. The City is seeking to identify Proposers with demonstrated commitment to high performance and quality management. All proposals will be evaluated by criteria that will include but are not limited to:

- a. Implementation and administration of solid waste collection systems for single family including equipment selection and route design;
- b. Demonstrated expertise in implementing customer service programs, including the development and use of complaint handling procedures, performance measures and benchmarking;
- c. Experience in working with public agencies in the design, implementation and operation of public education and information programs that promote recycling participation and waste diversion;
- d. Demonstrated expertise in using data management systems to assure accurate data collection, analysis, and regular reporting to the public agency;
- e. References, including other municipal customers.

The Proposal should indicate the Proposer's level of understanding of the community and may address the Proposer's historic and expected or intended participation in community events or activities, if any.

Each Proposer's experience and strength of operations will be evaluated based on the information provided in each proposal.

1.3.8 Technical Criteria and Contractor Selection

The City will consider the technical aspects of the Vendor's proposed services to determine if the Proposer can meet the proposed performance specifications and criteria on a long-term basis. All proposals will be evaluated by criteria that will include but are not limited to:

- a. Capabilities and structure of management team, relationships between management team and corporate management, and internal controls;
- b. Review of performance of services similar to those proposed by the Proposer;
- c. Review of Proposer's detailed technical operations and equipment plans (including equipment maintenance plan) confirming the performance predictions as represented in the proposal;
- d. Ability to meet implementation schedule and the soundness of the plan for transition to operations as described in the proposal;
- e. Commitment to equal employment opportunity;
- f. Commitment to employee and public safety;
- g. Quality of employee training programs, including but not limited to these areas:

- a. Customer service;
- b. Collection and disposal operations;
- c. Safety, and;
- h. Other factors found to be relevant by the City;
- i. History of community support and involvement.

1.3.9 Financial Criteria and Contractor Selection

All proposals will be evaluated by criteria that will include but are not limited to:

- a. The financial capacity and strength of the Proposer will be considered, especially the Proposer's ability to make any needed start-up investments in equipment;
- b. Verification that the proposed costs are consistent with the activities described in the proposal and the Proposer's operations and maintenance plans;
- c. The unit costs quoted by the Proposer for each service type;
- d. Total cost over the term of the Agreement.

1.3.10 Independent Price Determination

By submission of a proposal, the Vendor is required to certify, that in connection with this proposal:

1. The costs in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such costs with any Proposer or with any competitor; and
2. Unless otherwise required by law, the costs, which have been quoted in the proposal, have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to award directly or indirectly to any other Proposer or to any competitor.

2. General Provisions

2.1 Term

The initial term of the contract is for five (5) years commencing on July 1, 2027 and ending June 30, 2032. The City may renew the Contract for one (1) three (3) year term (extension) under the conditions set forth in the contract. The City shall give the Contractor written notice of its intention to extend the contract period no later than ninety (90) days prior to the expiration of the contract.

2.2 Customer Communications and Complaint Handling Procedure

The Contractor shall designate and dedicate personnel to supervise all work and operations to be performed under this contract. Said personnel shall have substantial experience in the management and operation of refuse, recyclable and yard waste collection and disposal systems for a similar size service area.

The Contractor shall have at least one (1) full-time field supervisor or a Lead-Driver and Logistic Driver Coordinator (LDC) on duty at all times, specifically assigned to the City. Assigned personnel shall familiarize themselves with all service stops under contract and make at least one daily in person check with the City to assure pick-ups are made as scheduled, and to review any open complaints.

The Contractor will generally have until the end of the day to resolve complaints, with a maximum time limit of 24 hours from the receipt of the complaint. The complaint resolution action will be logged no later than the next business day. Any complaint not closed-out during the required period will be noted and reviewed by the City, or its designee, to determine if liquidated damages are appropriate.

A written monthly report must be supplied to the City, or made accessible in a compatible electronic format, via email or through a portal, indicating the complaints and special requests made to the Contractor by the City and/or residents, the actions taken by the Contractor, and the resolution date. The City retains the right to require the use of specific reporting means at any time, without additional cost to the City.

2.3 Service Standards

The Contractor shall provide complete service for each day's route as scheduled. The Contractor shall not commence collection in residential areas prior to 7:00 a.m. and shall be completed by 7:00 p.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited.

The Contractor shall pick-up all blown, littered, and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom, shovel, and suitable absorbent material for use in cleaning up any spilled debris or material from city streets, sidewalks, or residential property when said spillage is caused by the Contractor. Care shall be taken to prevent damage to property, including lawns, shrubs, and other plants.

The Contractor shall exercise care in the handling of containers, making certain that containers are emptied completely. The Contractor must replace containers in an erect position. In the event the Contractor damages a container(s), the Contractor shall be responsible to replace said container(s) with one of equivalent value at the Contractor's expense and within forty-eight (48) hours, excluding non-business days.

Adverse weather shall not be considered reason for not providing services unless approved by the City, which shall be not unreasonably withheld. When adverse weather conditions exist, the contractor shall notify the City if the continuation of service jeopardizes the safety of employees or the public.

Contractor shall be responsible for the supervision of its employees. All persons employed by the Contractor shall be competent, skilled, and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude towards the public at all times. The Contractor shall furnish employees with uniforms, which shall be worn at all times, and shall always be as neat and clean as circumstances permit. Upon request, the Contractor shall provide the City with the status of employee participation in all employee training programs related to customer relations, services, and safety issues.

At no time shall the Contractor's employees solicit, request, or receive gratuities of any kind. The Contractor shall direct its employees to avoid loud/or profane language and/or loud music at all times during the performance of their duties. Any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of their duties, or is dishonest, disorderly, intoxicated, or discourteous, shall be subject to discharge by the Contractor.

The City may request the dismissal or removal of any employee of the Contractor who violates the provisions hereto, or who is wantonly negligent or discourteous in the performance of their duties.

Employees shall not trespass or loiter, cross property to adjoining premises or meddle or tamper with private or public property, and generally shall in all situations respect private property rights and privacy.

The Contractor, its employees and agents shall:

- At all times exercise a high degree of care to prevent damage to carts, lids, and other personal property of the City's residents;
- Deal with residents in a professional and courteous manner; and
- Immediately clean up rubbish or refuse spilled by the workers at pick up sites.

2.3.1 Field Rules and Regulations

The Contractor, in performing services under the contract, shall abide by the following rules and regulations and such other rules and regulations as the City may promulgate from time to time.

1. All refuse spilled by the Contractor, or any spilled refuse caused by wind, animals, etc., shall be picked up by the Contractor in the course of its regularly scheduled pick-up.
2. Containers must be put back in approximately the place from where they were picked up.
3. Container lids shall be replaced on containers or must be neatly placed next to containers and not scattered.
4. Rough handling of containers will not be tolerated. Damaged containers shall be replaced or repaired by Contractor at the Contractor's expense.
5. Collection crews shall neither consume controlled substances nor drink alcoholic beverages nor accept remuneration of any kind from residents while performing services under this contract. Violation of this rule shall be cause for dismissal of the employee when requested by the City.
6. The City expressly reserves the right to make additional reasonable rules and regulations by which the Contractor shall abide.

2.4 Determination of Residential Units Serviced

For the purposes of responding to this RFP, the number of residential units expected to be provided with curbside collection services is indicated in Section 1.1.2.

For billing purposes and prior to the initiation of service, the selected contractor and the City will jointly complete and agree on a total unit count for each service type and for each route day. Any changes to route days shall be specified in the proposal and subject to mutual agreement between the City and the Contractor.

2.4.1 Additions and Deletions

The number of residential units serviced for billing purposes shall be updated monthly by;

- 1) adding the number of occupancy permits for designated residential structures that require curbside collection service as issued by the Building Department of the City; and
- 2) deleting the number of completed demolition permits for designated residential structures issued by that Building Department; or in another manner deemed acceptable by the Contractor and the City.

2.5 Collection and Disposal of Solid Waste on Sundays

The collection and disposal of solid waste on Sundays shall not be allowed unless otherwise approved by the City. The Contractor shall not utilize Sundays as a designated collection day in the Schedule of Operations.

2.6 Holidays

The Contractor shall honor only the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

2.7 Vehicles and Equipment

The Contractor shall provide adequate and sufficient garages, shops, and yards to provide all-weather year-round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the Contractor shall be kept and maintained in sanitary condition, in good repair, and free of visual defects, such as but not limited to, rust or body damage. Vehicles, equipment, and facilities shall be subject to inspection for safety, sanitation, repair, and appearance; and subject to approval or rejection the City at any time.

The Contractor shall not use the City's name or other words implying ownership on stationery, vehicles, or equipment.

The Contractor shall not use or permit any vehicle assigned to the performance of this contract to make any non-contract related collections while performing collections within the City unless approved in advance by the City.

All vehicles and equipment used in collection and transportation of refuse, recyclable, bulky items, and yard waste within the City shall be of sufficient size, capacity, and number to adequately and efficiently collect these items in accordance with the terms of this contract, including under special or unique circumstances.

2.8 Damage to Property

The Contractor shall be responsible for all damage incidental to the work they perform caused by them to streets, trees, landscaping driveways, buildings, sidewalks, or other structures and facilities. It shall also be the Contractor's responsibility to repair, restore or replaces trees, shrubs, and turf damage by its work in an expedient manner using professional services; unless repairs cannot be made during the winter season, then such repairs shall be made no later than the end of the succeeding month of May. Repair materials to be stored on site shall be done at a location approved by the homeowner or the City. Planking of drives and parking lots may be required by the City to prevent damage to these areas by Contractor's equipment, materials and stockpiles when making the repairs. Repairs are to be completed within five (5) business days of the damage unless the damage is extensive and requires more time; or if repairs cannot be made during the winter season. Refuse and recycling containers damaged as part

of snow plowing operations will be repaired or replaced by the Contractor at no cost to the City.

2.9 Liquidated Damages

The City shall notify the Contractor for each violation of the contract reported to the City. It shall be the duty of the Contractor to log such City-reported complaints and take proper action to remedy the cause of the complaint within twenty-four (24) hours after notification, regardless if a weekend or holiday occurs in that 24-hour period. Failure to remedy the cause of the complaint within the specified time period shall constitute a breach of this contract. For the purpose of computing damages under the provisions of this section, it is agreed that the City shall have authority at its discretion to deduct from payments due the Contractor, the following amount as liquidated damages:

1. Failure to clean up spilled refuse caused by Contractor's negligence: \$100 for each incident.
2. Failure to clean vehicle, conveyances, containers, and other equipment as provided in the specifications: \$100 for each incident.
3. Failure to complete all routine pickups by 7:00 p.m. on the scheduled day: \$250.00 for each day.
4. Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of a complaint: \$100.00 for each day. Multiple failures on a single day shall be considered a single incident for purposes of this provision. If Contractor has failed after five consecutive days to pick up refuse or recyclables or yard waste, after notification to Contractor, and the City hires a vendor who picks up missed collections, Contractor shall reimburse the City for the documented cost it was billed by the vendor to pick up missed collection(s).
5. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by the City: \$250.00 for each incident.
6. Failure to return a customer's telephone call within 24 business hours: \$5.00 for each incident.
7. Failure to repair Contractor damage to customer property within a reasonable time after notice, or the following April if the damage cannot be repaired during the winter: \$250 for each incident.
8. Failure to contain and clean up oil, fuel, and other leaks or liquids from vehicles: \$200 for each incident. If Contractor fails to clean up oil, fuel and other leaks or liquids from vehicles within 24 hours of spill and the City hires a vendor to clean up the spill, Contractor will reimburse the City for the cost including labor and materials of the cleanup.
9. Failure to deliver collected materials to designated and approved disposal/processing sites: \$2,000 for each incident.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the Contractor would default. Liquidated damages shall not be initiated for violations that occur due to events beyond the Contractor's control. In the event the Contractor does default or otherwise abandon the scope of services, the City reserves the right to collect from the Contractor or its surety, in addition to the liquidated damages, the actual damages incurred by the City as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by the City and deductions made from the payment each month to the Contractor. The decision of the City in the matter will be binding. The Contractor may at their option initiate the dispute resolution process included in the service agreement.

2.10 Escalator Clause for Contract Price Adjustment

For services other than residential curbside service, the contract price schedule shall be reviewed and revised in June of each contract year and extension period, if any, in accordance with the most recent full calendar year annual percentage change in the referenced annual Consumer Price Index escalator, and the contract price shall be established for the next contract year beginning on July 1, following the June evaluation. No other changes in contract prices are permitted, unless by mutual agreement.

The referenced Consumer Price Index shall be the Consumer Price Index - All Urban Consumers for the Detroit-Warren-Dearborn area (all items), base period: 1982-84=100, as published by the Bureau of Labor Statistics, U.S. Department of Labor. However, the contract price adjustment shall not exceed two (2) percent or be less than zero (0), unless by mutual agreement.

In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, another equally authoritative measure of change in the purchasing power of the U. S. dollar as may be then available shall be substituted.

Proposals shall be fixed annual prices as specified on the Proposal Form. No variable fees e.g., fuel recovery fees, recycling commodity fees, etc. will be considered by the City.

2.11 Basis and Method of Payment

The Contractor shall be paid for services rendered under the terms of the Contract, within a reasonable time (normally 30 – 45 days) after completion of the work at month end, and receipt and approval by the City of the itemized billing showing the fees earned for the previous month. The amount remitted to the Contractor by the City shall be the number of units serviced times the rate agreed upon in the Contract for each unit, less any liquidated damages assessed for that period.

2.12 Disposal of Solid Waste and Other Materials

The City specifically reserves the right to direct the yard waste and recyclables collected under these provisions to a specific state approved disposal facility or, if appropriate, to an approved collection site, recycling facility or compost facility, upon agreement by the Contractor, which shall not be unreasonably withheld. The City retains the right to terminate the contract, on ninety (90) days written notice if the Contractor does not comply with the direction of yard waste or recyclables as set forth. Should the City exercise its right to direct material to specific facilities, the City may pay the disposal fees directly to such facilities, unless otherwise specified.

2.13 Access

The Contractor will not be required to pick up waste if a road becomes impassable and prohibits access to a residential unit from any direction on a roadway. The Contractor, however, will be required to notify the City of this occurrence and will be required to pick up waste at the nearest public roadway or at a point of closure.

The Contractor may be required to pick up waste in an alternate vehicle under circumstances that prohibit the standard collection vehicle from access to a residential unit.

2.14 Private Driveways & Private Roads

The Contractor shall not be required to enter private driveways; however, within the City there exist private roads which may service a number of residential units. The Contractor shall be responsible to service these residential units along the private roads.

If Contractor deems necessary, Contractor may obtain signed waivers from residents living along private roadways and responsible for maintenance of said roadways relieving Contractor from responsibility for damage done to the private roadways under normal operations.

If waivers are deemed necessary by Contractor, then Contractor is responsible for obtaining pre-approval of waivers by City and signed waivers from residents.

2.15 Route Schedule

The Contractor shall utilize the current Wednesday route schedule as specified.

The Contractor may propose changes to the route schedule. The proposal shall include a detailed comparison of the cost savings to the City that would occur if the proposed changes were implemented. With design consultation and written approval from the City, the Contractor shall, at the Contractor's expense, send written notice to the affected residential units through the United States Post Office detailing the changes.

Said notice shall be post in the mail not less than two (2) months prior to the change of collection service.

2.16 Hauling

All solid waste hauled by the Contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented.

2.17 Storms and Other Disasters

In case of an unusual storm or other disaster, the City may, at its discretion, grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the Contractor shall advise the City of the estimated time required before regular schedules and routes can be resumed.

In the event of damage due to storms or other special disposal needs, the City may request collection and disposal services (the use of collection vehicles with drivers and laborers to collect materials staged behind the curb or edge of shoulder). The Contractor shall be compensated at the hourly rates as quoted in the Contractor's Proposal Form.

2.18 Additional Services

The City shall not be responsible to the Contractor for any additional services that fall outside the scope of these specifications, which are provided by the Contractor without the request of the City. The Contractor shall not charge any residents for services provided under the terms of the contract, unless otherwise specified by the City.

2.19 Infrastructure Renovation/Streets Blocked By Construction

Periodically, major rehabilitation or reconstruction is necessary to maintain the infrastructure within the City. This includes such activities as replacing gas, water, and sewer lines, surfacing, or resurfacing streets, and replacing wiring for telephone, electricity, or cable television.

The City will notify the Contractor in advance of public infrastructure rehabilitation or reconstruction work. If a private utility or other private infrastructure owner notifies the City or designee in advance of these types of activities, the Contractor will be notified. However, it is not uncommon for private work to be initiated without prior notification. In all cases, alternate solid waste service must be provided during periods of disruption. No additional fees shall be payable for services provided under these conditions.

2.20 Private Agreements

The Contractor may, at their option, contract with firms, individuals, or agencies for collection services outside the scope of the Contract, subject to any regulations governing private collectors generally, and provided that such operations will not interfere with satisfactorily carrying out of the Work and obligations of this Contract. Negotiated rates for collection services provided to cluster housing and

attached/detached condominium complexes located in the City should be the same as the current municipal Contract unit rate.

2.21 Non-Assignment

The Contractor shall not delegate or assign the Contract, or any part thereof, to an unaffiliated entity, nor shall the Contractor sub-contract the Contract or any part thereof without the prior written approval of the City, which shall not be unreasonably withheld.

The Contractor may not assign any parts of the Contract via sale, merger, or acquisition of the Contractor's company without the prior written approval of the City, which shall not be unreasonably withheld.

3. Specifications for Solid Waste Collection and Disposal Services

3.1 Residential Collection Services

The Contractor shall be required to maintain a high level of refuse, recycling and yard waste collection and disposal services. The Contractor shall collect, transport, and dispose all refuse, recyclables, and yard waste that the resident may desire to have removed weekly. The Contractor shall collect, transport, and dispose all material residents properly place at the curb, unless otherwise specified herein. Residents shall be provided with written instructions and/or explanations by the Contractor when the Contractor deems an item or items to be improperly prepared or unsuitable for curbside collection.

3.1.1 Residential Refuse Collection

The Contractor shall operate a curbside refuse collection, transportation, and disposal system, which shall result in the removal of all solid waste from all designated residential units and its being transported for disposal to an appropriate solid waste disposal facility, in accordance with all municipal, county, state and federal laws, ordinances, and regulations.

Residential premises include, but are not limited to, single-family residences, residential duplexes, and certain residential condominium units as designated by the City Manager. Residential premises shall not include apartment complexes, mobile homes and those residential condominium units not designated by the City Manager.

Refuse means all animal and vegetable food waste and all waste which normally results from the operation of a household, except body waste and yard waste, including but not limited to rubbish, metal cans, papers, cardboard, glass jars, bottles, wood, logs, ashes, sod, dirt, rocks, cement, bricks, small household appliances, furniture, plastics and any other household refuse small enough for one person to handle and no more than sixty (60) pounds.

Residents may place refuse in existing contractor-provided trash carts, refuse bags, or watertight containers of substantial construction with tight fitting lids and lifting handles and not to exceed thirty-five (35) gallons in size. Refuse placed in plastic or paper bags shall be considered part of the refuse and shall be collected as part of residential solid waste collection. Total weight of a single container and its contents shall not exceed fifty (50) pounds. Some articles cannot be conveniently placed in containers. Such articles, if within the weight and size limitations, must be handled individually by the Contractor. No single piece of refuse must be collected if it weighs more than sixty (60) pounds, except bulky items as hereinafter set forth.

The City will also consider proposals that include new 64-gallon or 96-gallon refuse carts to be provided to each serviced household. Should refuse carts be adopted, residents will also be able to continue to use homeowner-provided containers and/or bags as specified above, unless otherwise agreed. See Appendix A - Alternates 1 & 2.

The Contractor shall exercise reasonable care and diligence in handling containers. The City will cooperate in requiring residents, to provide and maintain suitable containers, and the Contractor must exercise due care in preventing damage to containers, thereto, and shall return all containers to an upright position with the lids replaced thereon or adjacent thereto. In the event the Contractor damages a container(s), the Contractor shall be responsible for replacing said container(s), regardless if provided by the Contractor or not, with one of equivalent value at Contractor's expense within forty-eight (48) hours (excluding Saturdays and Sundays).

The City reserves the right to impose a bag/can limit on the housing units to be serviced and implement a variable rate, bag/tag, or Pay-As-You-Throw system. Should such a system be implemented, the Contractor would only pick up bags, containers or other household items that are within the bag/can limit or are properly tagged. The City will give the Contractor ninety (90) days' notice before implementing such a system. Note, however, that the City not actively considering such a system at this time.

A written monthly tonnage report must be supplied to the City and its regional recycling authority: Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC), or made accessible in a compatible electronic format, via email or portal, indicating the daily and monthly volume of deliveries made to the disposal facility by the Contractor on behalf of the City. Further, the City retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the City.

3.1.2 Residential Bulky Waste

As part of the solid waste unit price and not as a separate pay item, the Contractor shall pick up as part of the refuse pick-up and shall deposit in the same truck or separate trucks if necessary all bulky items including but not limited to fixtures and furniture, storm doors and windows, tubs, toilets, sinks, carpets and pads, railroad ties, and fence posts or fences not exceeding 3' x 8' in dimension, and small quantities of building debris resulting from repair or remodeling personally done by the home occupant which have been placed at the curb. This collection is required to be made on the same day as scheduled refuse collection.

The Contractor shall not be required to collect engines, transmissions or rear axles, or bulky items resulting from the home occupant's personal repair or remodeling that exceed five feet (5') in length. The Contractor will not be required to pick up junk cars, large parts of cars, demolition materials or other material resulting from the repair or construction of buildings except as otherwise provided herein.

3.1.3 Residential White Goods

As part of the solid waste unit price and not as a separate pay item, the Contractor shall collect recyclable metal bulky items including, but not limited to household appliances such as stoves, refrigerators, freezers, washers, dryers, water heaters, water softeners and water tanks in a separate truck to be recycled and not, under any circumstances, to be landfilled. Generally, these household metal bulky items may also include small metal sheds, swimming pools, garage doors, fenders, hoods of cars, etc. This collection is required to be made on the same day as scheduled refuse collection.

The Contractor shall be responsible for complying with all applicable laws concerning the disposal or recycling of air conditioning and refrigeration equipment, including but not limited to the provisions of the Clean Air Act which prohibits the venting of refrigerants into the atmosphere. It shall be the Contractor's responsibilities to haul materials and to ensure that freon-containing materials that are not tagged are delivered to a designated facility for proper removal. Residents shall not be required to ensure that freon or other such refrigerants are removed prior to collection.

A written monthly report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or portal, indicating the tonnage of this material that is collected and the scrap metal recycling facility to which it was delivered.

3.1.4 Tagging Nonconforming Containers

If at any time any form of solid waste is not collected because of nonconformance to the City requirements, it shall be tagged by the Contractor stating the reason the collection was not made. Tags shall be supplied by the Contractor and be uniform in nature and highly visible. Refuse left for any reason and not tagged will be considered a missed stop. The nonconforming item will be logged and reported to the City within 24 hours.

3.1.5 Handicap/ Door-to-Curb Pickup

There may be residential units on the collection routes that are occupied by individuals who have been determined by the City to be unable to move refuse, recyclables, and yard debris to the curb. These locations will require door-to-curb service by the Contractor as part of the regularly scheduled refuse collection and as part of the proposed solid waste unit price and not as a separate pay item. The Contractor will be required to bring the containers to the curb and will be encouraged, but not be required, to return the container to the resident's designated door.

3.1.6 Christmas Trees

Christmas trees shall be collected and disposed of by the Contractor from December 26th through the week that includes January 15th as part of the proposed solid waste unit price and not as a separate pay item.

3.1.7 Yard Waste/Lawn/Organic Debris Collection

As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the Contractor shall separately pick up unlimited, separated yard waste/lawn/organic debris as part of the regularly scheduled collection. The period of collection shall be the Monday of the first full week of April through the Friday of the second full week of December, unless otherwise specified by mutual agreement between the Contractor and the City.

Acceptable yard waste and lawn debris shall include grass clippings, weeds, leaves, small twigs, prunings, shrub clippings, garden waste materials and fruit; old potting soil, Halloween pumpkins, dirt incidental to minor plantings or edging of lawns; brush, branches, tree trimmings, shrub clippings tied and bundled; and small shrubs and bushes with dirt removed from root systems; or any other material defined by law as “yard clippings”.

Acceptable yard waste and lawn debris shall also include so called “woody” or “hard” yard waste as long as it is properly prepared. The Contractor will not be required to pick up tree branches or logs greater than six inches (6”) in diameter, longer than four feet (4’) in length, tied or secured with string or twine in bundles larger than eighteen inches (18”) in diameter, or weighing in excess of sixty (60) pounds. Such material shall be collected as part of regular refuse collection unless otherwise prohibited by law.

The City reserves the right to allow the following household kitchen scraps to be placed into rigid containers or paper yard waste bags, upon agreement by the destination facility:

- A. Coffee and coffee filters;
- B. Fruits and vegetables;
- C. Beans;
- D. Napkins and paper towels that are free of cleaning products;
- E. Grease;
- F. Breads and grains;
- G. Eggshells;
- H. Dairy products;
- I. Meats and bones.

The yard waste/lawn/organic debris will be bundled as required, placed in large capacity kraft/paper bags or placed loose in cans with a “yard waste recycling” or “compost” sticker on the container, or otherwise clearly marked as “yard waste.” Brush, branches, tree trimmings, shrub clippings tied and bundled and set out for collection at other than the designated yard waste/lawn debris collection season shall be collected as part of the regular refuse collection, unless otherwise prohibited by law.

The Contractor will provide, upon request of the City, additional yard waste/lawn debris collection, provided the Contractor has access to a compost site or disposal site that is open and accepting material. (Such additional collection services could be required as the result of a major storm.) The rate for this additional service shall be as specified in Appendix A.

All yard waste and lawn debris shall be transported for disposal to an appropriate compost site, in accordance with all municipal, county, state and federal laws, ordinances, and regulations, and under no circumstances to a landfill or disposal facility, unless otherwise specified herein and permitted by law. No yard waste and lawn debris may be mixed with any other refuse or recyclables.

A written monthly report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or portal, indicating the daily and monthly volume of deliveries made to the facility by the Contractor on behalf of the City.

Upon request of the City, the Contractor shall annually provide the City, at no additional charge, two hundred (200) cubic yards of finished compost, delivered at no charge to the City to a site to be determined by the City. The City reserves the right to manage the amount delivered and the frequency at which it is supplied.

3.1.8 Recycling Collection and Disposal

As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the Contractor shall separately pick up on the same day as the regularly scheduled refuse collection any recyclable materials set-out as per the specifications identified by the City in Appendix B and as indicated MRF Services Agreement between RRRASOC and the City. Recyclable material shall be delivered to the RRRASOC MRF in accordance with the MRF Services Agreement between RRRASOC and the City and the Operating Agreement between RRRASOC and its MRF operator.

Recyclable materials shall be placed in existing 64-gallon recycling carts or recycling bins. Approximately 25% of the households have carts and 75% have bins. The Contractor will be responsible for replacing any carts or bins damaged by the Contractor within twenty-four (24) hours. The Contractor will provide the City with an additional inventory of replacement carts or bins at its cost, upon request by the City.

The City will also consider proposals that include new 64-gallon recycling carts to be provided to each serviced household. See Appendix A - Alternates 1 & 2.

A written monthly set-out rate report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or Internet, identifying the number of recycling bins and recycling carts that are set out for collection on each route day of the month and identifying the total number of households on each route day.

A written monthly report must be supplied to the City and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the Contractor on behalf of the City. Further, the City retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the City.

3.2 Other Municipal Solid Waste Services

The City may request other Municipal Solid Waste Services including, but not limited to, service for special events, solid waste container service at municipal buildings and facilities, cleanup assistance, and Department of Public Works (DPW) debris transport and disposal. Such services shall be billed in accordance with the Cost Forms included herein and included in the monthly invoice submitted to the City.

3.3 Residential Refuse and Recyclable Collection Education Program

The Contractor shall be responsible for the successful and smooth transition to any new collection services in a timely manner. If deemed applicable by the City, the Contractor shall be responsible for all facets, including but not limited to all labor, materials, layout and setup costs, printing costs, delivery and/or postage and any other related expenses for the education of the residents of the new collection services. The education program and all associated literature must first be approved by the City. The program, at a minimum, must include the requirements as specified herein.

No later than May 15, 2027, the Contractor shall have delivered City wide, via the USPS, or by other means approved by the City, the initial educational program information. The literature should be full color and must at a minimum include the delivery dates of the residential refuse and recyclable carts, program start dates, route schedules, instructions for setting the carts next to the street, lists of all acceptable refuse, recyclables, yard waste and bulky and large items. The information will also be provided electronic via a website link.

The Contractor shall prepare and provide a Public Service Video, approved by the City, to be broadcast via the City's cable channels and other social media means.

The Contractor set up at the City Hall eye catching and informative displays that at a minimum include overviews of the new program, samples of the program's carts, and program literature.

A second city-wide mailing, no later than one full week prior to the initial pickup date of the program shall be delivered reminding participants of the program start date, the hot line phone number and where literature is available.

Additional copies of the program literature must be made available upon request of the City at no additional expense for distribution in City buildings for new residents.

A detailed description of the proposed Education Program and samples of educational literature used in other programs should be included in the proposal.

4. Submission Requirements and Forms

Proposers will submit a proposal package consisting of three sections. The three sections, with more detailed requirements following, are:

- Section I: Proposal Summary
- Section II: Solid Waste Disposal Services Technical Proposal
- Section III: Solid Waste Disposal Services Cost Proposal

4.1 Proposal Summary

The Proposal Summary section is intended to serve as the document that proposal evaluators can use to quickly understand technical, business and cost aspects of the proposal. The items listed in the following subsections are required elements of the Proposal Summary.

4.1.1 Bid Bond

All Technical and Cost Proposals must be accompanied by a bid bond or certified check drawn on a solvent bank or savings and loan association, payable to the City of Walled Lake in the sum of one hundred thousand (\$100,000.00) dollars as a guarantee. Bid bonds will be sent back to all unsuccessful Proposers. Failure to submit a proper bid bond may invalidate the proposal.

Required bonds shall be provided by a company licensed to do business in the State of Michigan and acceptable to the City. Should the successful selected Proposer refuse to enter into a Contract, the amount of the proposal security shall be forfeited to the City as liquidated damages, not as a penalty.

Include with the Proposal Form, a letter from a Surety, licensed to do business in the State of Michigan, stating that Proposer is able to obtain a performance bond in the sum equal to the amount that the Contractor will be required to furnish the City, in the event Contractor fails to faithfully perform Contractor's obligations under this Contract.

4.1.2 Proposal Authorization Signature

The Transmittal/Certification letter must be signed by an officer of the proposing organization empowered to sign a document that commits the Proposer to the obligations in the proposal.

4.1.3 Introduction to Proposal

Proposers should provide an overview of their proposal including a brief summary of the Proposer, their services, corporate ownership, resources, relevant municipal service experience, and ability to meet the needs of the City as expressed in this RFP.

4.2 Technical Proposal

The Technical Proposal is intended to serve as the document that proposal evaluators can use to quickly assimilate all technical and business aspects of the proposal. The items listed in the following subsections are required elements of the Technical Proposal. A proposal checklist and required forms are contained in Appendix D: Technical Proposal Forms and Checklist.

4.2.1 Proposer's Statement of Organization (Form A)

Complete Form A, provided in Appendix D: Technical Proposal Forms and Checklist. Form A is a required form, showing the Proposer's organization, which must be completed as part of the Proposal. The questions that are not applicable should be included and marked "Not Applicable". The purpose of the form is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets if more space is required. If Form A is not completed in full, it may result in disqualification.

4.2.2 Proposer's Staffing (Form B)

Complete Form B, provided in Appendix D: Technical Proposal Forms and Checklist. Form B is a required form, showing the Proposer's staffing structure and management credentials, and must be completed as part of the Proposal. The questions that are not applicable should be included and marked "Not Applicable". The purpose of the form is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets if more space is required. If Form B is not completed in full, it may result in disqualification.

4.2.3 Collection Services Proposal – Summary Description

Proposers should provide a condensed description of the proposed collection services by service type. The description should be complete from the point of central operations and beginning of day vehicle staging (route assignments, preventative maintenance, etc.) through to route operation (e.g. driver route sheets, base to vehicle communication, safety procedures, etc.), and to final end-of-day shutdown procedures.

The Collection Services Proposal – Summary Description must be specific to the proposed service type(s).

Customer Service Plan: A detailed customer service plan that specifies customer service operations, such as the following:

- Customer communications program,
- Customer inquiry/complaint processing systems,
- Ongoing distribution procedures for additional containers, and
- Ongoing coordination with the City's public education and outreach program.

Collection Operations Plan: A detailed collection operations plan that presents the specific collection programs that will be implemented. This should include:

- Vehicle collection schedule information.
- Vehicle and container maintenance program, including response/replacement/repair. time for vehicles on route.
- Staffing requirements, including physical and substances abuse testing requirements.
- Office and operations yard location.
- Hazardous waste management protocols.
- Health and safety management procedures.
- Additional material that the Proposer feels is required to ensure a smooth transition and superior program performance.

4.2.4 Equipment Plan and Collection Vehicles (Form C)

The Proposer shall prepare and submit an Equipment Plan outlining the type of vehicles to be used, past Proposer's experience of other comparable programs with this type of vehicle, whether the vehicles will be leased or owned, the methods which will be used and sequence of steps required to load and unload collected materials, the compatibility if the vehicle design with the design of the facility to which the collected materials will be taken, the size of crew required per vehicle and their responsibilities, the number of vehicles required for the program, the capacity of the vehicles, and the scheduled maintenance and cleaning of the vehicles.

The Equipment Plan shall include a completed Form C, provided under Appendix D: Technical Proposal Forms and Checklist. Form C is a required form, showing the Proposer's proposed collection equipment for the various types of solid waste and recycling services, all of which must be completed as part of the Proposal. The questions that are not applicable should be included and marked "Not Applicable". The purpose of these forms is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets if more space is required. If Form C is not completed in full, it may result in disqualification.

4.2.5 Exceptions (Form D)

Complete Form D if Proposer intends to take any exceptions to the program specifications set forth in the RFP documents. Instructions contained as part of Form D indicate that Proposers are to prepare the Cost Proposal forms based on the program specification set forth in the RFP documents without considering any exceptions that may be set forth on this form. In the event the Proposer takes exception to the RFP specifications, they may set forth those exceptions in the manner described in Form D.

4.2.6 Financial Qualifications

Proposers must provide a description of relevant Financial Qualifications as described below and in Appendix E. The City will make best efforts but make no representation that it will be able to maintain confidentiality of Proposer's financial information. A Proposer that submits financial information that asks to have that information treated as confidential should submit a statement justifying the request, cross reference it in the proposal and label such confidential information as a separate attachment, clearly identifying it as confidential. At all times, the City will comply with the provisions of the Michigan Freedom of Information Act as required by state law.

Financial information to be included with the Proposal includes:

- A. The proposed Vendor's summary financial statements for the past three fiscal years. These statements must include, at a minimum, statements of financial position and changes in financial position.
- B. If the entity that will sign the Agreement has a parent company, the parent company must also provide financial statements for the most recent three fiscal years. The parent company must provide a statement indicating its intent and means to provide financial assurance of performance.
- C. If the entity that will sign the Agreement has been in existence less than three years, the Proposer must provide sufficient financial data to substantiate, to the satisfaction of the City, the Proposer's financial capability and viability of the entity.
- D. In addition to the financial statements, the Proposer must provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent company or owners if they are providing financial assurance of performance) since the date of the last audited financial statements.
- E. Financing of the services and equipment will be the sole responsibility of the successful Proposer. Proposer must demonstrate that it can provide the required financing from either 1) internally generated funds or 2) commitments from external sources.
- F. Disclose any changes or contemplated changes in the structure of the firm (e.g. mergers, spin-offs, and acquisitions) that may impact its financial condition.

The City reserve the right to require submission by Proposer, at no cost to the City, of certified audited financial statements for the Proposer, and/or an opinion by a Certified Public Accountant with regard to the financial status of such Proposer, including ownership of, or interest in, equipment and facilities prior to award of an Agreement.

4.2.7 Litigation History

- A. The Proposer must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$100,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Proposer must provide the following:
- The name of the claim, arbitration, litigation, or action
 - The amount at issue or the criminal charges alleged, and
 - The status or final disposition of the case.
- B. The Proposer must also provide details of any current or threatened legal actions in Michigan against the Proposer or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Proposer or its parent company for services relating to solid waste management, or against such a government entity by the Proposer or its parent company or joint venture company(ies). For each action, the Proposer must provide the following:
- The name of the action and the court in which the action is pending.
 - The action number and the amount at issue.
- C. The Proposer shall provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Michigan Department of Environment, Great Lakes, and Energy Quality or a Local Enforcement Agency. The list shall include name of the regulatory agency and the date of enforcement action.
- D. The Proposer shall inform the City if it has had a permit, franchise, license, entitlements, or business licenses that have been revoked or suspended in the last five (5) years.
- E. The Proposer must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five (5) years.

4.3 Collection Services Cost Proposal

Each Proposer shall submit a Cost Proposal for Refuse, Recycling and Yard Waste Collection Services that includes all cost information as identified and described below. A proposal checklist and required forms are contained in Appendix A: Cost Proposal Checklist and Forms.

4.3.1 Collection Cost Proposal Signature Page

The Collection Cost Proposal Signature Page must be signed by an officer of the proposing organization empowered to sign a document that commits the Proposer to the price quotes stated in the Collection Cost Proposals.

4.3.2 Collection Services Cost Proposal

The Collection Cost Proposal Form must be filled out in full in order to have the cost proposals in the evaluation process. Unless otherwise stated, price quotes are per unit as specified in the form. All prices quoted are for services as described in this RFP unless the Proposer submits specific exceptions as part of Technical Proposal Form G: Exceptions.

Costs for residential curbside service are to be per household per year effective July 1, 2027, and inclusive of any disposal costs, tip fees, surcharges, or taxes.

Costs for other services are per unit as of July 1, 2027, and inclusive of any disposal costs, tip fees, surcharges, or taxes. Unit prices for other services may be adjusted annually in accordance with Section 2.10 of this RFP.

City of Walled Lake
Request For Proposals
Collection And Disposal of Solid Waste:
Refuse, Recyclables, Yard Waste,
and Other Services

Appendix A
Cost Proposal Checklist And Forms

Checklist:

- _____ Collection Cost Proposal – Form Signature Page
- _____ Collection Cost Proposal – Residential Curbside Collection Cost Form
- _____ Collection Cost Proposal – Other Municipal Solid Waste Service

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Appendix A
Collection Cost Proposal Form Signature Page
City of Walled Lake

COMPANY NAME: _____

ADDRESS: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

FAX: _____

The undersigned has examined the complete Request for Proposals and its requirements contained in this solicitation and is submitting the following Cost Proposal Form in full compliance with those requirements including the Independent Price Determination requirements defined in Section 1.3.10 of this RFP.

PROPOSER acknowledges receipt of the following ADDENDUM (if applicable):

AUTHORIZED SIGNATURE:

The undersigned states that this price quote is submitted in full compliance with the provision of the RFP to which this Cost Proposal is a response:

SIGNATURE: _____

NAME/TITLE: _____

EMAIL: _____

DATE: _____

Appendix A
Collection Cost Proposal – Residential Curbside Collection and Disposal Services

Costs for residential curbside service are to be per household per year and inclusive of any disposal costs, tipping fees, surcharges, or taxes in effect as of July 1, 2027.

Residential Rate – As-is Service. Refuse with existing Contractor-provided carts and homeowner-provided refuse containers or bags; Recycling with existing Contractor-provided 64-gallon carts or bins; Homeowner-provided yard waste bags/containers; bulky items.

Year 1	Year 2	Year 3	Year 4	Year 5
Year 6 Option	Year 7 Option	Year 8 Option		

Alternate 1 – Cart Plus: Residential Rate with Refuse and Recycling Carts. Refuse with **new** Contractor-provided 64-gallon or 96-gallon refuse carts for all homes; Homeowner provided refuse containers or bags still allowed; Recycling with **new** Contractor-provided 64-gallon recycling carts for all homes; Homeowner-provided yard waste bags/containers; bulky items. Selected contractor maintains ownership of the carts and will be responsible for maintenance/replacement.

Year 1	Year 2	Year 3	Year 4	Year 5
Year 6 Option	Year 7 Option	Year 8 Option		

Alternate 2 – Cart Only: Residential Rate with Refuse and Recycling Carts. Refuse with **new** Contractor-provided 64-gallon or 96-gallon refuse carts for all homes; Homeowner provided refuse containers or bags are **NOT** allowed; Recycling with **new** Contractor-provided 64-gallon recycling carts for all homes; Homeowner-provided yard waste bags/containers; bulky items. Selected contractor maintains ownership of the carts and will be responsible for maintenance/replacement.

Year 1	Year 2	Year 3	Year 4	Year 5
Year 6 Option	Year 7 Option	Year 8 Option		

Appendix A
Collection Cost Proposal – Other Municipal Solid Waste Services

Special Services and Disposal	Price
Pickup Truck and Crew, \$/hour	
Stake Truck and Crew, \$/hour	
Dump Truck and Crew, \$/hour	
Rear Load Compacting Truck & Crew, \$/hour	
Front Load Compacting Truck & Crew, \$/hour	
Roll-off Truck and Crew, \$/hour	
“Log Grabber” Truck and Crew, \$/hour	
Skid Steer w/Grapple Bucket & Crew, \$/hour	
Front-End Loader and Crew, \$/hour	
DPW Debris Disposal, \$/ton	
Leaf Vacuum Program Leaf Disposal, \$/ton	
C & D Debris Disposal, \$/ton	

Solid Waste Containers	Price
96 Gallon Cart, cost per pull (hauling & disposal)	_____
96 Gallon Cart, rental cost/month	
4 CY Dumpster, cost per pull (hauling & disposal)	_____
4 CY Dumpster, rental cost/month	
6 CY Dumpster, cost per pull (hauling & disposal)	_____
6 CY Dumpster, rental cost/month	
8 CY Dumpster, cost per pull (hauling & disposal)	_____
8 CY Dumpster, rental cost/month	
10 CY Roll-off, cost per pull (hauling & disposal)	_____
10 CY Roll-off, rental cost/month	
30 CY Roll-off, cost per pull (hauling & disposal)	_____
30 CY Roll-off, rental cost/month	
40 CY Roll-off cost per pull (hauling & disposal)	_____
40 CY Roll-off, rental cost/month	

Recycling Containers

Price

96 Gallon Cart, cost per pull (hauling only)	_____
96 Gallon Cart, rental cost/month	
4 CY Dumpster, cost per pull (hauling only)	_____
4 CY Dumpster, rental cost/month	
6 CY Dumpster, cost per pull (hauling only)	_____
6 CY Dumpster, rental cost/month	
8 CY Dumpster, cost per pull (hauling only)	_____
8 CY Dumpster, rental cost/month	
10 CY Roll-off, cost per pull (hauling only)	_____
10 CY Roll-off, rental cost/month	
30 CY Roll-off, cost per pull (hauling only)	_____
30 CY Roll-off, rental cost/month	
40 CY Roll-off cost per pull (hauling only)	_____
40 CY Roll-off, rental cost/month	

Appendix B
Resource Recovery & Recycling Authority of Southwest Oakland County
(RRRASOC)
Material Recovery Facility (MRF) Delivery Standards

Single Stream Recyclables consist of the following, loose, uncompacted, and commingled:

- Glass, transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
- Aluminum used beverage containers and foil clean of food.
- All plastic bottles and containers with 1, 2, 4, 5, 6 (excluding expanded polystyrene foam or styrofoam) and 7 – including but not limited to:
 - HDPE plastic bottles (RIC Code #2) - blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable.
 - PET plastic bottles (RIC Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, and some shampoo bottles.
 - Agricultural Plant trays and Pots (clean, free of residue and soil).
 - Plastic Household Tubs/containers #1, 2 and 4-7, which includes plastic yogurt and margarine tubs, frozen concentrated juice containers, Folgers coffee containers, freezer microwave trays, berry boxes (#1) including attached lids, salad/carryout boxes (#1) (clean, free of residue and soil). #3 is not acceptable.
 - Pots and pans.
 - Multi-coated/plastic-coated paper beverage cartons: including milk and juice cartons (Aseptic).
 - Bulky high-density polyethylene (HDPE) is defined as large HDPE items (buckets, crates, toys, trays, furniture, bins, barrels etc.). This category is often referred to as "Injection HDPE".
 - No Plastic film. No plastic bags.
- ONP - old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags. Old newspaper that contains incidental moisture from rain on collection days is acceptable. Soaked paper or yellowed newsprint is unacceptable.
- OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags, with the exception of wet material or material that was once wet.

- OCC - old corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 by 2 feet and that have liners of Kraft, jute, or test liner. Staples and tape with water-soluble glues do not have to be removed. OCC can be damp but not soaked. Wax-coated and oriental old corrugated containers are not acceptable.
- Kraft (brown) paper bags - all sizes of loose, bundled or bagged Kraft paper grocery sacks.
- Junk mail - all dry, loose or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
- High-grade paper - all dry, loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoeboxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- Telephone Books.

DELIVERY RULES AND REGULATIONS

- Residents and businesses are encouraged to discard containers' contents, labels, and rings, and to rinse containers; but there is no requirement for these to be removed from Recyclable Materials.
- Materials delivered as either Commingled Containers or Commingled Fiber or Single Stream Recyclables will contain all of the commingled items listed for each category and in proportions that can be reasonably expected from a municipal curbside collection recycling program.
- Recyclables will not be delivered in bags unless specifically allowed or directed above.
- Loads will be considered non-conforming to Facility Delivery Standards if: 1. They are found to be contaminated with Hazardous or Infectious Waste and/or is unprocessable; or 2. A load contains more than the maximum allowable contamination of materials that are not acceptable as Recyclables, but are not Hazardous or Infectious Waste.

Appendix C
Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Walled Lake (herein called City, in the amount of \$_____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, on INSERT DATE, the City approved the award of a Contract to Principal for the project known as Solid Waste, Recycling, Yard Waste, and Other Services Contract, conditioned on Principal providing this Performance Bond, which Contract upon being fully signed, shall by reference be automatically made a part hereof and is referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that if Principal shall comply with all of the requirements and provisions of the Contract, this obligation shall be null and void. Otherwise it shall remain in full force and effect.

Upon Principal's failure to pay the City an amount owed within the time required by the Contract, or default in one or more obligations under the Contract and failure to cure the default in response to a City notice to the Principal and Surety by the City, resulting in Principal being in default on a payment obligation to the City or the City exercising or having the right to exercise an option to perform some or all of the work required of Principal by the Contract, and the City notifying Principal and Surety to pay City an amount of money up to the amount of this Bond that is documented by the City as being the amount of the delinquent payment obligation or the cost, including attorney fees, it has incurred or will incur in performing or securing performance of Principal's obligations, including attorney fees, Surety agrees to deliver the required payment to the City within 30 days. The City payment notice shall be sent by registered mail or overnight delivery service.

At least 60 days prior written notice shall be given to the City by the Surety of any intention to cancel, replace, or materially alter this bond, such notice to be given by registered mail to the City and Principal.

PRINCIPAL

Date: _____

(See attached notarization of signature)

SURETY

Date: _____

(See attached notarization of signature)

Appendix D
Technical Proposal Checklist And Forms

Checklist:

Proposal Summary

- _____ Transmittal/Certification Letter w/Signature
- _____ Introduction to Proposal
- _____ Bid Bond
- _____ Letter from Surety regarding Performance Bond

Technical Proposal Forms

- _____ Form A: Statement of Organization
- _____ Form B: Staffing
- _____ Form C: Equipment Plan and Collection Vehicles
- _____ Form D: Exceptions
- _____ Form E: Financial Information
- _____ Form F: Proposer's Affidavit

Other

- _____ Litigation History
- _____ Public Education Program – Description and Sample Materials

Appendix D: Technical Proposal Form A

Proposer's Statement of Organization

1: Full Name of Business Concern (Proposer)

2: Principal Business Address:

3: Principal Contact Person(s):

4: Form of Business Concern (Corporation, Partnership, Joint Venture, Other)

5: If a corporation, in what state Incorporated and date of Incorporation:

State: _____ Date: _____

6: Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer:

Name	Address	Title
------	---------	-------

TECHNICAL PROPOSAL FORM A CONTINUED

- 7: If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the parent firms and the relationships:

Appendix D: Technical Proposal Form B

Proposer's Staffing

- 1: Organizational Chart: Attach an organizational chart(s) for the Proposer's staff, showing for each Service Type the necessary staffing by position, number of staff per position and organizational responsibilities of each staff position and qualifications required for each position.
- 2: Professional/Management Staff Resumes: For professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual(s) areas of expertise and experience. Resumes must be provided in the following format, however additional information may be provided at the option of the Proposer.
 - 1: Names and Title
 - 2: Project Assignment
 - 3: Name of Company working for:
 - 4: Years Experience with:
 This Company:
 With Other Similar Companies:
 - 5: Education:
 Degrees:
 Year and Specialization:
 - 6: Professional References: (List a minimum of 3)
 - 7: Other Relevant Experience and Qualifications

List Names and Titles of Attached Professional/Management Staff Resumes:

- 1: Name _____ Title _____
- 2: Name _____ Title _____
- 3: Name _____ Title _____
- 4: Name _____ Title _____
- 5: Name _____ Title _____
- 6: Name _____ Title _____
- 7: Name _____ Title _____

Appendix D: Technical Proposal Form C

Equipment Plan and Collection Vehicles

No vehicle used in servicing this Contract shall be more than five (5) years old as of July 1, 2027, or the date service commences under the Contract, whichever comes first. Any vehicle reaching ten (10) years of age during the term of this Contract shall be taken out of service for purposes of the Contract's services in compliance with the Contract so that at all times no vehicle older than ten years operates on the City's streets.

1. Using the template below as a guide, list the vehicle information for each service category indicating how many front-line route trucks will be used each week. This is not to reflect an equipment list of all of the equipment available on Contractor's facility.

Indicate the number of each model and make listed; if they are currently owned; if onsite at the hauler's location; the License number's and any company vehicle id #; and the date of delivery if not currently owned or onsite. The information provided on this form demonstrates Contractor's qualifications and ability to perform the required services by having sufficient vehicle inventory. Demonstration of inventory can be established by current ownership of the vehicles with license # or vehicle id#; or, when vehicles are to be purchased, by attaching to the completed form documentation signed by the manufacturer or dealer demonstrating Contractor's option to buy if awarded the contract and promised delivery date for the vehicles identified on the form. Under each category of vehicle, list the Spare unit(s) available (see 3, below).

Residential Refuse Collection

Service Type	Chassis Make/Model/Yr	Body Make /Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

Residential Recycling

Service Type	Chassis Make/Model/Yr	Body Make /Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

Residential Yard Waste

Service Type	Chassis Make/Model/Yr	Body Make /Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

Residential Bulk Collection

Service Type	Chassis Make/Model/Yr	Body Make /Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date

2. State Contractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedules for preventative maintenance. Specify any services subcontracted and to whom.
3. State arrangement and schedule for vehicle repair. List number and types of standby collection vehicles, if any, Contractor could temporarily provide in the event of a major vehicle malfunction or repair.
4. List Contractor's procedures to be used to deal with equipment breakdowns. Describe for pre-route breakdowns and on-route breakdowns. Use additional pages or attachments if necessary.

Appendix D: Technical Proposal Form D

Exceptions

Proposers are to prepare the Cost Proposal forms based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form.

In the event the Proposer takes exception to the RFP specifications, they may set forth those exceptions in the following manner.

- 1: The exceptions are to be presented on a paper whose pages are titled, "Form D: Exceptions"
- 2: Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City of South Lyon, its customers or both, and the specific dollar change in each of the various service rates, as proposed by the Proposer in this RFP, that would take place if the exception was accepted by the City of Walled Lake.
- 3: The exceptions must be followed with the following language without exception.

"Except as set forth above, Proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Agreement. The Proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."
- 4: This form must be signed by an individual authorized to commit the Proposer's firm to the Agreement in the manner set forth below.

Signature: _____

Type Name: _____

Title: _____

Date: _____

Please note that if exceptions are taken, all required information, as set forth above must be submitted.

APPENDIX E
FINANCIAL INFORMATION

Proposer's financial information:

- 1) Balance Sheet,
- 2) Income Statement,
- 3) Statement of Cash Flows,
- 4) Audited Financial Statements,
- 5) Business Plan or Strategic Outlook (if available),
- 6) Credit Reports (Moody's S&P, Fitch if available)
- 7) SEC Filings of 10-K, if available
- 8) Industry Benchmarks,
- 9) Accounts Payable Aging Report.

APPENDIX F
PROPOSER'S AFFIDAVIT

- . In submitting this Bid, which consists of the information in and attached to this form, the Bid Pricing Form, the required Bid Bond or Bid Security, and Certificate(s) of Insurance, Proposer acknowledges receipt and a full and complete understanding of the City's Bid Notices and Documents and any City Clarifications and/or Addendums to those Notices and Documents that were posted to the City's website at least three (3) days before the Bid Deadline for this Project, and states that this Bid has been prepared in full compliance with those Project Bid Notices and Documents, Clarifications and Addendums.
2. The information in or attached to this Proposer Information Form and Affidavit is true, accurate and complete.
3. The prices proposed and offered by Proposer in its Bid Price Form are based on Proposer providing, securing, and paying for all work, labor, materials, equipment, supervision, administration, bonds, permits, and insurance required for the timely commencement, performance, and completion of the Project if Proposer is awarded the Contract, with any costs incidental to doing so included in those prices even though not specifically delineated in the Project Specifications.
4. Proposer and its personnel have not collaborated, colluded, or communicated, directly or indirectly, with any competitor, business entity, or potential Proposer on this Project regarding the contents of this or another's Bid as to proposed prices, terms, or conditions, or to have such competitor, business entity or potential Proposer refrain from bidding on this Project, and has not otherwise conspired or agreed with any person or entity to do or refrain from doing anything that would be contrary to or in conflict with the Township's sealed competitive bidding process.
5. Proposer and its intended subcontractors, if any, are not named on the register of employers that have engaged in unfair labor practices compiled and maintained by the State Department of Labor pursuant to Public Act 278 of 1980, as amended, being MCL 423.321 through MCL 423.324. Proposer certifies it is not an Iran linked business as defined in the Iran Economic Sanctions Act, Public Act 517 of 2012, as amended, being MCL 129.311 through MCL 129.316.
6. Proposer acknowledges the City's reserved rights under the Project Bid Notices and Documents and that Proposer has no property right or interest that requires the City to accept, review, consider, or award a contract based on this Bid, regardless of whether it is the lowest price bid or not.

Signature:

Date

Name:

Title/Position:

This Proposer Information Form and Affidavit was signed before me by the above-named person, for and on behalf of the named Proposer on _____.

Notary Public

_____ County, State of _____

Acting in _____ County, _____

My Commission Expires: _____

City of Walled Lake
Solid Waste, Yard Waste, Recycling Collection and Disposal Agreement

THIS AGREEMENT is made and entered into this _____, _____, by and between the City of Walled Lake, 1499 E. West Maple Road, Walled Lake, MI 48390 (hereinafter called the "CITY", and [insert contractor information here] (hereinafter called "Contractor").

WITNESSETH:

Whereas, the City issued a Request for Proposals (RFP) on September 2, 2026; and

Whereas, the City reviewed the RFP responses and found the proposal from the Contractor to be in the best interest of the City; and

Whereas, on _____, the City of Walled Lake City Council approved a resolution authorizing an agreement between the City and the Contractor; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

1. GENERAL PROVISIONS: The general provisions of this Agreement shall be in accordance with Attachment A: "General Provisions" (incorporated herein to this Agreement).
2. CONTRACTOR'S OBLIGATIONS: The services to be provided by Contractor are detailed in Attachment B: "Contractor Service Specifications" (incorporated herein to this agreement).
3. TERM / TERMINATION OF THE AGREEMENT
 - A. Five (5) Year Term: The term of this Agreement shall be for five (5) years, with one (1), three-year extension option. The initial Agreement term shall begin July 1, 2027 and expire June 30, 2032.
 - B. Extension Option: The CITY may renew the Agreement for one (1) three-year term if written notice is given to the Contractor by the CITY by one hundred eighty (180) days prior to the current expiration date. An Agreement extension shall be at the sole discretion of the CITY and shall not be contestable or appealed.
 - C. Additional Extension by Mutual Agreement: Upon mutual agreement of both parties, the Agreement may be extended for additional terms by the parties.
 - D. The CITY Termination of the Agreement: The CITY may, after giving Contractor and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the Agreement if the Contractor:
 1. Fails to Perform the required work as specified in this Agreement as determined in the sole discretion of the CITY and fails to correct the deficiency within thirty (30) days after receiving written notice from the CITY.
 2. Materially Violates Any Law or Regulation of any municipal, local, state, or federal laws, rules, regulations, ordinances, and specifications, in performance of this Agreement.

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3. Files for Bankruptcy or Insolvency. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 4. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency.
 5. Assigns this Agreement or any portion thereof in violation of Section 5.H.
- E. Contractor Termination of the Agreement: Contractor may terminate the Agreement if, through no act or fault of Contractor, the CITY Solid Waste Program is suspended for a period of more than ninety (90) days by the CITY. The CITY may not suspend service without reasonable cause. Under this circumstance, Contractor may, upon seven (7) day's written notice to the CITY, terminate the Agreement and recover from the CITY payment for completed services.

In the event that Contractor terminates the Agreement pursuant to the above conditions, Contractor understands and agrees that Contractor's sole remedy shall be recovery from the CITY of payment for completed services and understands and agrees that any consequential damages and any claimed damages resulting from loss of future profits are hereby waived.

In the event that the Agreement is terminated pursuant to this provision and the CITY subsequently resumes the Solid Waste Program, the Agreement may be reinstated upon mutual agreement of the parties.

4. COMPENSATION

- A. Monthly Invoices: Contractor shall submit monthly invoice statements for payments for services rendered, said statements to be submitted to the CITY. A duplicate copy of each statement shall be provided to RRRASOC.
- B. Service Components: Monthly invoices shall be in a form as specified in Attachment C "Contractor's Compensation" (incorporated herein to this agreement).
- C. Payment for Services: The CITY shall pay Contractor for services rendered as invoiced within thirty (30) days upon receipt of the invoice and upon successful completion of all services required, including, but not limited to, the Monthly Report as specified in Attachment B.
- D. Taxes: Contractor shall pay all Federal, State, and local taxes including, but not limited to, property taxes, sales taxes, social security taxes, income taxes, and fees, which may be chargeable against the labor, material, equipment, real estate or any other items necessary in the performance of this contract, except for additional fees that are imposed upon the Contractor by Federal or State legislation enacted following the Effective Date of this Agreement. The City is exempt from state and local taxes. Prices under this Agreement shall not include taxes unless the City is not exempt for a certain service.

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5. LEGAL AND INSURANCE REQUIREMENTS

- A. Responsibility for Waste: Ownership of acceptable waste shall transfer to the Contractor at the time that it is loaded into Contractor's collection vehicles.
- B. Indemnification: Contractor shall indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part, directly or indirectly, by the acts or omissions of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- C. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason. Contractor shall have no rights against the City for indemnification, contribution, subrogation, or any other right to be reimbursed by the City, except as expressly provided herein.
- D. Pollution Liability: To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which the CITY may suffer or for which it may be held liable, arising out of or resulting from the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders resulting from Contractor's collection of waste.

This indemnification shall survive the expiration or termination of this Agreement. By entering this Agreement, the parties do not waive any immunity provided by law. Contractor shall have no rights against the City for indemnification, contribution, subrogation, or any other right to be reimbursed by the City, except as expressly provided herein.

- E. Contractor Employees: Contractor shall solely control, direct, and supervise all of its employees with respect to all Contractor's obligations under this Agreement. Contractor shall be solely responsible for and fully liable for the conduct and supervision of all Contractor's employees. All Contractor employees shall be employed at Contractor's sole expense, including employment related taxes and insurance.
- F. Independent Contractor: Contractor shall be deemed an independent contractor, and not an employee of the CITY. Any and all employees, members or associates of Contractor or other persons, while engaged in the work or services required to be performed by Contractor, shall not be considered employees of the CITY. Any and all claims that might arise on behalf of employees of Contractor or other persons as a consequence of any act or omission on the part of said employees of Contractor shall in no way be the obligation or responsibility of the CITY. Contractor fully understands all consequences, financial and legal, of the status of an independent contractor.
- G. Contractor Performance Bond: Contractor shall be required to furnish financial assurance to compensate the CITY for losses that may be incurred in the event Contractor fails to faithfully perform Contractor's obligations under this

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Agreement. Said financial assurance shall be equal to five percent (5%) of the amount of the annual total Agreement price and shall take the form of a corporate surety bond, or other financial assurance deemed acceptable by the CITY. Said financial assurance shall stay in effect throughout the term of this Agreement and any extensions thereof. The bond shall be with a surety licensed and admitted to do business in the State of Michigan and in a form acceptable to the CITY.

The annual Agreement price, for purposes of this financial assurance shall be based on estimates derived by the CITY for the first year and actual contracted payments for subsequent years.

- H. Insurance Requirements: Contractor shall submit a Certificate of Insurance prior to the execution of a contract meeting the minimum limits of liabilities as outlined. All insurance carriers must be acceptable to the CITY and licensed in the State of Michigan.

A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal. Contractor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Contractor to maintain the required insurance shall be grounds for contract cancellation.

1. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General and Motor Vehicle Liability Insurance: Contractor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability and Commercial Motor Vehicle Insurance on an "Occurrence Basis" each with limits of liability not less than \$3,000,000.00 (three million dollars) per occurrence, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. Pollution/Environmental Insurance. Contractor shall procure and maintain during the life of the blanket purchase order, Pollution /Environmental Liability Coverage on an "Occurrence Basis" and with limits of liability not less than \$3,000,000.00 (three million dollars) per occurrence.
4. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "The CITY, all elected and appointed officials, all employees, consultants, and volunteers." This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
5. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following. "It is

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understood and agreed that Sixty (60) days' Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the City of Walled Lake, 1499 E. West Maple Road, Walled Lake, MI 48390, attention: City Manager.

- I. Non-Discrimination: Contractor agrees that Contractor shall not discriminate against any employee, applicant for employment or other person, supplier, or contractor because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

- J. Assignment and Subcontracting: Contractor shall not delegate or assign the Agreement, or any part thereof, to an unaffiliated entity, nor shall the Contractor sub-contract this Agreement or any part thereof without the prior written approval of the CITY, which will not be unreasonably withheld.

Contractor may not assign any parts of this Agreement via sale, merger, or acquisition of the Contractor's company without the prior written approval of the CITY.

If Contractor assigns, delegates, or subcontracts this Agreement, in whole or in part, Contractor must include a provision that the assignee, delegee, or subcontractor shall comply with the terms and conditions of this Agreement.

- K. Compliance with All Laws, Rules, Regulations and Licensing Requirements: Contractor shall comply with all municipal, county, state and federal laws, regulations, ordinances, and specifications applicable to the services under this Agreement.

- L. Dispute Resolution Process: The CITY and Contractor agree to first use the following process to resolve disputes about issues related to the performance of this contract. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as a fact-finding opportunity to identify the issue(s), clarify the problem, review the applicable provisions of the Agreement relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within thirty (30) days of the initial dispute resolution meeting or specify an alternative schedule and deadline for resolving the issue. Nothing in this contract section, Dispute Resolution Process, shall be construed or implied to reduce, eliminate, or otherwise affect the rights of the CITY or Contractor to use any and all other means of legal remedies.

- M. Contact Persons for Legal Notices: Contractor identifies the following, _____, who shall be designated to receive all notices and communications on behalf of the contracting parties with regard to the Agreement. Written notice required to be provided to the CITY pursuant to this Agreement shall be provided to City of Walled Lake, 1499 E. West Maple Road, Walled Lake, MI 48390, attention: City Manager.

- N. Performance: Contractor shall see that all work done pursuant to this Agreement is accomplished with work forces and equipment which are adequate to ensure the satisfactory transportation of said materials at all times. Either Party may be excused from performance under this agreement by reason of an event defined herein as Force Majeure which is outside of the Party's control and cannot be avoided by the exercise of due care.

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- O. Conflict of Interest: Neither Contractor nor its employees either presently have, nor shall acquire interest, direct or indirect, in the Agreement in any manner forbidden by law. No CITY official shall be directly or indirectly interested in this Agreement.
- P. Severability: In the event that any provision of this Agreement shall be held to be contrary to law or ordinance by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of the Agreement shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Agreement.
- Q. Governing Law: This Agreement shall be deemed to be an agreement made in the State of Michigan and shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan applicable to contracts wholly to be performed therein. Any action brought to enforce or interpret, or decide a claim arising under this Agreement, shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 52-1 District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- R. Modification: Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of the CITY and Contractor, and attached to this Agreement.
- S. Representation: The CITY and the Contractor each represent to the other that, by their respective execution of this Agreement they have obtained all necessary consents and approvals required for their respective execution and performance thereof.
- T. Integration: The Parties agree that the entire Agreement between the Parties is contained herein and that this Agreement, including any and all exhibits attached hereto, supersede all oral agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous agreements between Contractor and the CITY or either of them relating to the subject matter hereof.

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Witness

Date

STATE OF)
) ss.
COUNTY OF)

Subscribed and sworn to before me this ____ day of _____, _____,
By, for, and on behalf of _____

Subscribed and sworn to before me
This ____ day of _____, _____

Notary Public

City of Walled Lake
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Attachment A: General Provisions

1.1 Term

The initial term of the contract is for five (5) years commencing on July 1, 2027 and ending June 30, 2032. The City may renew the Contract for one (1) three (3) year term (extension) under the conditions set forth in the contract. The City shall give the Contractor written notice of its intention to extend the contract period no later than ninety (90) days prior to the expiration of the contract.

1.2 Customer Communications and Complaint Handling Procedure

The Contractor shall designate and dedicate personnel to supervise all work and operations to be performed under this contract. Said personnel shall have substantial experience in the management and operation of refuse, recyclable and yard waste collection and disposal systems for a similar size service area.

The Contractor shall have at least one (1) full-time field supervisor or a Lead-Driver and Logistic Driver Coordinator (LDC) on duty at all times, specifically assigned to the City. Assigned personnel shall familiarize themselves with all service stops under contract and make at least one daily in person check with the City to assure pick-ups are made as scheduled, and to review any open complaints.

The Contractor will generally have until the end of the day to resolve complaints, with a maximum time limit of 24 hours from the receipt of the complaint. The complaint resolution action will be logged no later than the next business day. Any complaint not closed-out during the required period will be noted and reviewed by the City, or its designee, to determine if liquidated damages are appropriate.

A written monthly report must be supplied to the City, or made accessible in a compatible electronic format, via email or through a portal, indicating the complaints and special requests made to the Contractor by the City and/or residents, the actions taken by the Contractor, and the resolution date. The City retains the right to require the use of specific reporting means at any time, without additional cost to the City.

1.3 Service Standards

The Contractor shall provide complete service for each day's route as scheduled. The Contractor shall not commence collection in residential areas prior to 7:00 a.m. and shall be completed by 7:00 p.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited.

The Contractor shall pick-up all blown, littered, and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom, shovel, and suitable absorbent material for use in cleaning up any spilled debris or material from city streets, sidewalks, or residential property when said spillage is caused by the Contractor. Care shall be taken to prevent damage to property, including lawns, shrubs, and other plants.

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The Contractor shall exercise care in the handling of containers, making certain that containers are emptied completely. The Contractor must replace containers in an erect position. In the event the Contractor damages a container(s), the Contractor shall be responsible to replace said container(s) with one of equivalent value at the Contractor's expense and within five (5) business days.

Adverse weather shall not be considered reason for not providing services unless approved by the City, which shall be not unreasonably withheld. When adverse weather conditions exist, the contractor shall notify the City if the continuation of service jeopardizes the safety of employees or the public.

All persons employed by the Contractor shall be competent, skilled, and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude towards the public at all times. The Contractor shall furnish employees with uniforms, which shall be worn at all times, and shall always be as neat and clean as circumstances permit. Upon request, the Contractor shall provide the City with the status of employee participation in all employee training programs related to customer relations, services, and safety issues.

At no time shall the Contractor's employees solicit, request, or receive gratuities of any kind. The Contractor shall direct its employees to avoid loud/or profane language and/or loud music at all times during the performance of their duties. Any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of their duties, or is dishonest, disorderly, intoxicated or discourteous, shall be subject to discharge by the Contractor.

The City may request the dismissal or removal of any employee of the Contractor who violates the provisions hereto, or who is wantonly negligent or discourteous in the performance of their duties.

Employees shall not trespass or loiter, cross property to adjoining premises or meddle or tamper with private or public property, and generally shall in all situations respect private property rights and privacy.

The Contractor, its employees and agents shall:

- At all times exercise a high degree of care to prevent damage to carts, lids and other personal property of the City's residents;
- Deal with residents in a professional and courteous manner; and
- Immediately clean up rubbish or refuse spilled by the workers at pick up sites.

1.3.1 Field Rules and Regulations

The Contractor, in performing services under the contract, shall abide by the following rules and regulations and such other rules and regulations as the City may promulgate from time to time.

1. All refuse spilled by the Contractor shall be picked up by the Contractor in the course of its regularly scheduled pick-up.

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2. Containers must be put back in approximately the place from where they were picked up.
3. Container lids shall be replaced on containers or must be neatly placed next to containers and not scattered.
4. Rough handling of containers will not be tolerated. Damaged containers shall be replaced or repaired by Contractor at the Contractor's expense.
5. Collection crews shall neither consume controlled substances nor drink alcoholic beverages nor accept remuneration of any kind from residents while performing services under this contract. Violation of this rule shall be cause for dismissal of the employee when requested by the City.
6. The City expressly reserves the right to make additional reasonable rules and regulations by which the Contractor shall abide.

1.4 Determination of Residential Units Serviced

For the purposes of responding to this RFP, the number of residential units expected to be provided with curbside collection services is indicated in Section 1.1.2.

For billing purposes and prior to the initiation of service, the selected contractor and the City will jointly complete and agree on a total unit count for each service type and for each route day. Any changes to route days shall be specified in the proposal and subject to mutual agreement between the City and the Contractor.

1.4.1 Additions and Deletions

The number of residential units serviced for billing purposes shall be updated monthly by;

- 1) adding the number of occupancy permits for designated residential structures that require curbside collection service as issued by the Building Department of the City; and
- 2) deleting the number of completed demolition permits for designated residential structures issued by that Building Department; or in another manner deemed acceptable by the Contractor and the City.

1.5 Collection and Disposal of Solid Waste on Sundays

The collection and disposal of solid waste on Sundays shall not be allowed unless otherwise approved by the City. The Contractor shall not utilize Sundays as a designated collection day in the Schedule of Operations.

1.6 Holidays

The Contractor shall honor only the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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1.7 Vehicles and Equipment

The Contractor shall provide adequate and sufficient garages, shops, and yards to provide all-weather year-round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the Contractor shall be kept and maintained in sanitary condition, in good repair, and free of visual defects, such as but not limited to, rust or body damage. Vehicles, equipment, and facilities shall be subject to inspection for safety, sanitation, repair, and appearance; and subject to approval or rejection the City at any time.

The Contractor shall not use the City's name or other words implying ownership on stationery, vehicles, or equipment.

The Contractor shall not use or permit any vehicle assigned to the performance of this contract to make any non-contract related collections while performing collections within the City unless approved in advance by the City.

All vehicles and equipment used in collection and transportation of refuse, recyclable, bulky items and yard waste within the City shall be of sufficient size, capacity, and number to adequately and efficiently collect these items in accordance with the terms of this contract, including under special or unique circumstances.

1.8 Damage to Property

The Contractor shall be responsible for all negligently caused damage incidental to the work they perform caused by them to streets, trees, landscaping driveways, buildings, sidewalks, or other structures and facilities. It shall also be the Contractor's responsibility to repair, restore or replaces trees, shrubs, and turf damage by its work in an expedient manner using professional services; unless repairs cannot be made during the winter season, then such repairs shall be made no later than the end of the succeeding month of May. Repair materials to be stored on site shall be done at a location approved by the homeowner or the City. Planking of drives and parking lots may be required by the City to prevent damage to these areas by Contractor's equipment, materials and stockpiles when making the repairs. Repairs are to be completed within five (5) business days of the damage unless the damage is extensive and requires more time; or if repairs cannot be made during the winter season.

1.9 Liquidated Damages

The City shall notify the Contractor for each violation of the contract reported to the City. It shall be the duty of the Contractor to log such City-reported complaints and take proper action to remedy the cause of the complaint within twenty-four (24) hours after notification, regardless if a weekend or holiday occurs in that 24-hour period. Failure to remedy the cause of the complaint within the specified time period shall constitute a breach of this contract. For the purpose of computing damages under the provisions of this section, it is agreed that the City shall have authority at its discretion to deduct from payments due the Contractor, the following amount as liquidated damages:

1. Failure to clean up spilled refuse caused by Contractor's negligence: \$100 for each incident.

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2. Failure to clean vehicle, conveyances, containers, and other equipment as provided in the specifications: \$100 for each incident.
3. Failure to complete all routine pickups by 7:00 p.m. on the scheduled day: \$250.00 for each day.
4. Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of a complaint: \$100.00 for each day. Multiple failures on a single day shall be considered a single incident for purposes of this provision. If Contractor has failed after five consecutive days to pick up refuse or recyclables or yard waste, after notification to Contractor, and the City hires a vendor who picks up missed collections, Contractor shall reimburse the City for the documented cost it was billed by the vendor to pick up missed collection(s).
5. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by the City: \$250.00 for each incident.
6. Failure to return a customer's telephone call within 24 business hours: \$5.00 for each incident.
7. Failure to repair Contractor damage to customer property within a reasonable time after notice, or the following April if the damage cannot be repaired during the winter: \$250 for each incident.
8. Failure to contain and clean up oil, fuel, and other leaks or liquids from vehicles: \$200 for each incident. If Contractor fails to clean up oil, fuel and other leaks or liquids from vehicles within 24 hours of spill and the City hires a vendor to clean up the spill, Contractor will reimburse the City for the cost including labor and materials of the cleanup.
9. Failure to deliver collected materials to designated and approved disposal/processing sites: \$2,000 for each incident.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the Contractor would default. Liquidated damages shall not be initiated for violations that occur due to events beyond the Contractor's control. In the event the Contractor does default or otherwise abandon the scope of services, the City reserves the right to collect from the Contractor or its surety, in addition to the liquidated damages, the actual damages incurred by the City as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by the City and deductions made from the payment each month to the Contractor. The decision of the City in the matter will be binding. The Contractor may at their option initiate the dispute resolution process included in the service agreement.

1.10 Escalator Clause for Contract Price Adjustment

For services other than residential curbside service, the contract price schedule shall be reviewed and revised in June of each contract year and extension period, if any, in accordance with the most recent full calendar year annual percentage change in the referenced annual Consumer Price Index escalator, and the contract price shall be established for the next contract year beginning on July 1, following the June evaluation. No other changes in contract prices are permitted, unless by mutual agreement.

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The referenced Consumer Price Index shall be the Consumer Price Index - All Urban Consumers for the Detroit-Warren-Dearborn area (all items), base period: 1982-84=100, as published by the Bureau of Labor Statistics, U.S. Department of Labor.

In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, another equally authoritative measure of change in the purchasing power of the U. S. dollar as may be then available shall be substituted.

1.11 Basis and Method of Payment

The Contractor shall be paid for services rendered under the terms of the Contract, within a reasonable time (normally 30 – 45 days) after completion of the work at month end, and receipt and approval by the City of the itemized billing showing the fees earned for the previous month. The amount remitted to the Contractor by the City shall be the number of units serviced times the rate agreed upon in the Contract for each unit, less any liquidated damages assessed for that period.

1.12 Disposal of Solid Waste and Other Materials

The City specifically reserves the right to direct the yard waste and recyclables collected under these provisions to a specific state approved disposal facility or, if appropriate, to an approved collection site, recycling facility or compost facility, upon agreement by the Contractor, which shall not be unreasonably withheld. The City retains the right to terminate the contract, on ninety (90) days written notice if the Contractor does not comply with the direction of yard waste or recyclables as set forth. Should the City exercise its right to direct material to specific facilities, the City may pay the disposal fees directly to such facilities, unless otherwise specified.

1.13 Access

The Contractor will not be required to pick up waste if a road becomes impassable and prohibits access to a residential unit from any direction on a roadway. The Contractor, however, will be required to notify the City of this occurrence and will be required to pick up waste at the nearest public roadway or at a point of closure.

1.14 Private Driveways & Private Roads

The Contractor shall not be required to enter private driveways; however, within the City there exist private roads which may service a number of residential units. The Contractor shall be responsible to service these residential units along the private roads.

If Contractor deems necessary, Contractor may obtain signed waivers from residents living along private roadways and responsible for maintenance of said roadways relieving Contractor from responsibility for damage done to the private roadways under normal operations.

If waivers are deemed necessary by Contractor, then Contractor is responsible for obtaining pre-approval of waivers by City and signed waivers from residents.

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1.15 Route Schedule

The Contractor shall utilize the current Wednesday route schedule as specified.

The Contractor may propose changes to the route schedule. The proposal shall include a detailed comparison of the cost savings to the City that would occur if the proposed changes were implemented. With design consultation and written approval from the City, the Contractor shall, at the Contractor's expense, send written notice to the affected residential units through the United States Post Office detailing the changes. Said notice shall be post in the mail not less than two (2) months prior to the change of collection service.

1.16 Hauling

All solid waste hauled by the Contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented.

1.17 Storms and Other Disasters

In case of an unusual storm or other disaster, the City may, at its discretion, grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the Contractor shall advise the City of the estimated time required before regular schedules and routes can be resumed.

In the event of damage due to storms or other special disposal needs, the City may request collection and disposal services (the use of collection vehicles with drivers and laborers to collect materials staged behind the curb or edge of shoulder). The Contractor shall be compensated at the hourly rates as indicated in Attachment C, Section 2.b.

1.18 Additional Services

The City shall not be responsible to the Contractor for any additional services that fall outside the scope of these specifications, which are provided by the Contractor without the request of the City. The Contractor shall not charge any residents for services provided under the terms of the contract, unless otherwise specified by the City.

1.19 Infrastructure Renovation/Streets Blocked By Construction

Periodically, major rehabilitation or reconstruction is necessary to maintain the infrastructure within the City. This includes such activities as replacing gas, water, and sewer lines, surfacing, or resurfacing streets, and replacing wiring for telephone, electricity, or cable television.

The City will notify the Contractor in advance of public infrastructure rehabilitation or reconstruction work. If a private utility or other private infrastructure owner notifies the City or designee in advance of these types of activities, the Contractor will be notified. However, it is not uncommon for private work to be initiated without prior notification. In all cases, alternate solid waste service may be provided during periods of disruption and additional fees shall be payable for services provided under these conditions.

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1.20 Private Agreements

The Contractor may, at their option, contract with firms, individuals, or agencies for collection services outside the scope of the Contract, subject to any regulations governing private collectors generally, and provided that such operations will not interfere with satisfactorily carrying out of the Work and obligations of this Contract. Negotiated rates for collection services provided to cluster housing and attached/detached condominium complexes located in the City should be the same as the current municipal Contract unit rate.

1.21 Non-Assignment

The Contractor shall not delegate or assign the Contract, or any part thereof, to an unaffiliated entity, nor shall the Contractor sub-contract the Contract or any part thereof without the prior written approval of the City, which shall not be unreasonably withheld.

The Contractor may not assign any parts of the Contract via sale, merger, or acquisition of the Contractor's company without the prior written approval of the City, which shall not be unreasonably withheld.

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Attachment B: Contractor Service Specifications

2.1 Residential Collection Services

The Contractor shall be required to maintain a high level of refuse, recycling and yard waste collection and disposal services. The Contractor shall collect, transport, and dispose all refuse, recyclables, and yard waste that the resident may desire to have removed weekly, excluding clean-outs, move-outs, and evictions. The Contractor shall collect, transport, and dispose all material residents properly place at the curb, unless otherwise specified herein. Residents shall be provided with written instructions and/or explanations by the Contractor when the Contractor deems an item or items to be improperly prepared or unsuitable for curbside collection.

2.1.1 Residential Refuse Collection

The Contractor shall operate a curbside refuse collection, transportation, and disposal system, which shall result in the removal of all solid waste from all designated residential units pursuant to Section 2.1, and its being transported for disposal to an appropriate solid waste disposal facility, in accordance with all municipal, county, state and federal laws, ordinances, and regulations.

Residential premises include, but are not limited to, single-family residences, residential duplexes, and certain residential condominium units as designated by the City Manager. Residential premises shall not include apartment complexes, mobile homes and those residential condominium units not designated by the City Manager.

Refuse means all animal and vegetable food waste and all waste which normally results from the operation of a household, except body waste and yard waste, including but not limited to rubbish, metal cans, papers, cardboard, glass jars, bottles, wood, logs, ashes, sod, dirt, rocks, cement, bricks, small household appliances, furniture, plastics and any other household refuse small enough for one person to handle and no more than fifty (50) pounds, as well as any garbage otherwise defined by the City Code of Ordinances.

Residents may place refuse in contractor-provided trash carts, homeowner-provided refuse bags or homeowner-provided watertight containers of substantial construction with tight fitting lids and lifting handles and not to exceed thirty-five (35) gallons in size. Refuse placed in plastic or paper bags shall be considered part of the refuse and shall be collected as part of residential solid waste collection. Total weight of a single container and its contents shall not exceed fifty (50) pounds. Some articles cannot be conveniently placed in containers. Such articles, if within the weight and size limitations, must be handled individually by the Contractor. No single piece of refuse must be collected if it weighs more than sixty (60) pounds, except bulky items as hereinafter set forth.

The Contractor shall exercise reasonable care and diligence in handling containers. The City will cooperate in requiring residents, to provide and maintain suitable containers, and the Contractor must exercise due care in preventing damage to containers, thereto, and shall return all containers to an upright position with the lids replaced thereon or adjacent thereto. In the event the Contractor damages a container(s), the Contractor shall be responsible for replacing said container(s), regardless if provided by the Contractor or not, with one of equivalent value at Contractor's expense within five (5) business days.

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The City reserves the right to impose a bag/can limit on the housing units to be serviced and implement a variable rate, bag/tag, or Pay-As-You-Throw system. Should such a system be implemented, the Contractor would only pick up bags, containers or other household items that are within the bag/can limit or are properly tagged. The City will give the Contractor ninety (90) days' notice and both parties will meet to review rights and negotiate pricing in good faith before implementing such as system.

A written monthly tonnage report must be supplied to the City and its regional recycling authority: Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC), or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the disposal facility by the Contractor on behalf of the City. Further, the City retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the City.

2.1.2 Residential Bulky Waste

As part of the solid waste unit price and not as a separate pay item, the Contractor shall pick up as part of the refuse pick-up and shall deposit in the same truck or separate trucks if necessary all bulky items including but not limited to fixtures and furniture, storm doors and windows, tubs, toilets, sinks, carpets and pads, railroad ties, and fence posts or fences not exceeding 3' x 8' in dimension, and small quantities of building debris resulting from repair or remodeling personally done by the home occupant which have been placed at the curb. This collection is required to be made on the same day as scheduled refuse collection.

The Contractor shall not be required to collect engines, transmissions or rear axles, or bulky items resulting from the home occupant's personal repair or remodeling that exceed five feet (5') in length. The Contractor will not be required to pick up junk cars, large parts of cars, demolition materials or other material resulting from the repair or construction of buildings except as otherwise provided herein.

2.1.3 Residential White Goods

As part of the solid waste unit price and not as a separate pay item, the Contractor shall collect recyclable metal bulky items including, but not limited to household appliances such as stoves, refrigerators, freezers, washers, dryers, water heaters, water softeners and water tanks in a separate truck to be recycled and not, under any circumstances, to be landfilled. Generally, these household metal bulky items may also include small metal sheds, swimming pools, garage doors, fenders, hoods of cars, etc. This collection is required to be made on the same day as scheduled refuse collection.

The Contractor shall be responsible for complying with all applicable laws concerning the disposal or recycling of air conditioning and refrigeration equipment, including but not limited to the provisions of the Clean Air Act which prohibits the venting of refrigerants into the atmosphere. It shall be the Contractor's responsibilities to haul materials and to ensure that freon-containing materials that are not tagged are delivered to a designated facility for proper removal. Residents shall not be required to ensure that freon or other such refrigerants are removed prior to collection.

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A written monthly report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the tonnage of this material that is collected and the scrap metal recycling facility to which it was delivered.

2.1.4 Tagging Nonconforming Containers

If at any time any form of solid waste is not collected because of nonconformance to the City requirements, it shall be tagged by the Contractor stating the reason the collection was not made. Tags shall be supplied by the Contractor and be uniform in nature and highly visible. Refuse left for any reason and not tagged will be considered a missed stop. The nonconforming item will be logged and reported to the City within 24 hours.

2.1.5 Handicap/ Door-to-Curb Pickup

There may be residential units on the collection routes that are occupied by individuals who have been determined by the City to be physically unable to move refuse, recyclables, and yard debris to the curb. These locations will require door-to-curb service by the Contractor as part of the regularly scheduled refuse collection and as part of the proposed solid waste unit price and not as a separate pay item. The Contractor will be required to bring the containers to the curb and will be encouraged, but not be required, to return the container to the resident's designated door.

2.1.6 Christmas Trees

Christmas trees shall be collected and disposed of by the Contractor from December 26th through the week that includes January 15th as part of the proposed solid waste unit price and not as a separate pay item.

2.1.7 Yard Waste/Lawn/Organic Debris Collection

As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the Contractor shall separately pick up unlimited, separated yard waste/lawn/organic debris as part of the regularly scheduled collection. The period of collection shall be the Monday of the first full week of April through the Friday of the second full week of December, unless otherwise specified by mutual agreement between the Contractor and the City.

Acceptable yard waste and lawn debris shall include grass clippings, weeds, leaves, small twigs, prunings, shrub clippings, garden waste materials and fruit, old potting soil, Halloween pumpkins, dirt incidental to minor plantings or edging of lawns; brush, branches, tree trimmings, shrub clippings tied and bundled, and small shrubs and bushes with dirt removed from root systems; or any other material defined by law as "yard clippings".

Acceptable yard waste and lawn debris shall also include so called "woody" or "hard" yard waste as long as it is properly prepared. The Contractor will not be required to pick up tree branches or logs greater than six inches (6") in diameter, longer than four feet (4') in length, tied or secured with string or twine in bundles larger than eighteen inches (18") in diameter, or weighing in excess of sixty (60) pounds. Such material shall be collected as part of regular refuse collection unless otherwise prohibited by law.

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The City reserves the right to allow the following household kitchen scraps to be placed into rigid containers or paper yard waste bags:

- A. Coffee and coffee filters;
- B. Fruits and vegetables;
- C. Beans;
- D. Napkins and paper towels that are free of cleaning products;
- E. Grease;
- F. Breads and grains;
- G. Eggshells;
- H. Dairy products;
- I. Meats and bones.

The yard waste/lawn/organic debris will be bundled as required, placed in large capacity kraft/paper bags or placed loose in cans with a "yard waste recycling" or "compost" sticker on the container, or otherwise clearly marked as "yard waste." Brush, branches, tree trimmings, shrub clippings tied and bundled and set out for collection at other than the designated yard waste/lawn debris collection season shall be collected as part of the regular refuse collection, unless otherwise prohibited by law.

The Contractor will provide, upon request of the City, additional yard waste/lawn debris collection, provided the Contractor has access to a compost site or disposal site that is open and accepting material. (Such additional collection services could be required as the result of a major storm.) The rate for this additional service shall be as specified in Appendix A.

All yard waste and lawn debris shall be transported for disposal to an appropriate compost site, in accordance with all municipal, county, state and federal laws, ordinances, and regulations, and under no circumstances to a landfill or disposal facility, unless otherwise specified herein and permitted by law. No yard waste and lawn debris may be mixed with any other refuse or recyclables.

A written monthly report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the Contractor on behalf of the City.

Upon request of the City, the Contractor shall annually provide the City, at no additional charge, two hundred (200) cubic yards of finished compost, delivered at no charge to the City to a site to be determined by the City. The City reserves the right to manage the amount delivered and the frequency at which it is supplied.

2.1.8 Recycling Collection and Disposal

As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the Contractor shall separately pick up on the same day as the regularly scheduled refuse collection any recyclable materials set-out as per the specifications identified by the City in Appendix B and as indicated MRF Services Agreement between RRRASOC and the City. Recyclable material shall be delivered to the RRRASOC MRF in accordance with the MRF Services Agreement between RRRASOC and the City and the Operating Agreement between RRRASOC and its MRF operator.

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Recyclable materials shall be placed in contractor-provided 64-gallon recycling carts. The City reserves the right to specify alternate size containers for identified residences. The Contractor will be responsible for replacing any carts or bins damaged by the Contractor within twenty-four (24) hours. The Contractor will provide the City with an additional inventory of replacement carts or bins, upon request by the City, in which case the City will be charged the Contractor's cost without markup or delivery fees.

A written monthly set-out rate report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or Internet, identifying the number of recycling bins and recycling carts that are set out for collection on each route day of the month and identifying the total number of households on each route day.

A written monthly report must be supplied to the City and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the Contractor on behalf of the City. Further, the City retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the City.

2.2 Other Municipal Solid Waste Services

The City may request other Municipal Solid Waste Services including, but not limited to, service for special events, solid waste container service at municipal buildings and facilities, cleanup assistance, and Department of Public Works (DPW) debris transport and disposal. Such services shall be billed in accordance with the Cost Forms included herein and included in the monthly invoice submitted to the City.

2.3 Residential Refuse and Recyclable Collection Education Program

The Contractor shall be responsible for the successful and smooth transition to any new collection services in a timely manner. If deemed applicable by the City, the Contractor shall be responsible for all facets, including but not limited to all labor, materials, layout and setup costs, printing costs, delivery and/or postage and any other related expenses for the education of the residents of the new collection services. The education program and all associated literature must first be approved by the City. The program, at a minimum, must include the requirements as specified herein.

No later than May 15, 2027, the Contractor shall have delivered City wide, via the USPS, or by other means approved by the City, the initial educational program information. The literature should be full color and must at a minimum include the delivery dates of the residential refuse and recyclable carts, program start dates, route schedules, instructions for setting the carts next to the street, lists of all acceptable refuse, recyclables, yard waste and bulky and large items. The information will also be provided electronic via a website link.

The Contractor shall prepare and provide a Public Service Video, approved by the City, to be broadcast via the City's cable channels and other social media means.

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The Contractor set up at the City Hall eye catching and informative displays that at a minimum include overviews of the new program, samples of the program's carts, and program literature.

A second city-wide mailing, no later than one full week prior to the initial pickup date of the program shall be delivered reminding participants of the program start date, the hot line phone number and where literature is available.

Additional copies of the program literature must be made available upon request of the City at no additional expense for distribution in City buildings for new residents.

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Attachment C: Contractor's Compensation

1. Form of Invoice: The monthly invoice submitted by Contractor must contain the following information. A duplicate copy shall be provided to RRRASOC.
 - (a) Fee for Units Serviced: Provide an Itemization of the total number of units serviced, the type of service provided, the unit price for that service as modified by any applicable price escalation factor as provided for in this agreement and the extension of that unit price multiplied by the number of units serviced.
 - (b) Subtotal for Invoice: Sum a total of any itemization in 1(a) above.
 - (c) Deducts: Subtract and deductions allowed for Liquidated Damages (See Section 1.9 of Attachment A, Liquidated Damages).
 - (d) Final Amount Due: Sum the total of charges and deductions that is to be paid by the CITY to Contractor.
2. Contractor's Price Rate Schedule for collection, transportation, and disposal:
 - (a) Residential Units Annual Price as of July 1, 2027. Insert pricing schedule below...

 - (b) Other Services: Insert pricing schedule below....

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Attachment D: Recyclable Materials Specifications & Facility Delivery Standards for Single Stream Recyclables

Recyclables consist of the following, loose, uncompacted, and commingled:

- Glass, transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
- Aluminum used beverage containers and foil clean of food.
- All plastic bottles and containers with 1, 2, 4, 5, 6 (excluding expanded polystyrene foam or Styrofoam) and 7 – including but not limited to:
 - HDPE plastic bottles (RIC Code #2) - blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable.
 - PET plastic bottles (RIC Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, and some shampoo bottles.
 - Agricultural Plant trays and Pots (clean, free of residue and soil).
 - Plastic Household Tubs/containers #1, 2 and 4-7, which includes plastic yogurt and margarine tubs, frozen concentrated juice containers, Folger's coffee containers, freezer microwave trays, berry boxes (#1) including attached lids, salad/carryout boxes (#1) (clean, free of residue and soil). #3 is not acceptable.
 - Pots and pans.
 - Bulky high-density polyethylene (HDPE) is defined as large HDPE items (buckets, crates, toys, trays, furniture, bins, barrels etc.). This category is often referred to as "Injection HDPE".
 - No Plastic film. No plastic bags.
- Multi-coated/plastic-coated paper beverage cartons and paper cups: including milk and juice cartons (Aseptic).
- ONP - old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags. Old newspaper that contains incidental moisture from rain on collection days is acceptable. Soaked paper or yellowed newsprint is unacceptable.
- OMG – old, magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags, with the exception of wet material or material that was once wet.
- OCC – old, corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 by 2 feet and that have liners of Kraft, jute, or test liner. Staples and tape with water-soluble glues do not have to be removed. OCC can be damp but not soaked. Wax-coated old

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corrugated containers are not acceptable.

- Kraft (brown) paper bags - all sizes of loose, bundled, or bagged Kraft paper grocery sacks.
- Junk mail - all dry and loose bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
- High-grade paper - all dry, loose, or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoeboxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- Telephone Books.

Maximum allowable contamination rate is 8%.

DELIVERY RULES AND REGULATIONS

- Residents are encouraged to discard containers' contents and to rinse containers.
- Materials delivered as Single Stream Recyclables will contain all of the commingled items listed for each category and in proportions that can be reasonably expected from a municipal curbside collection recycling program.
- Recyclables will not be delivered in bags unless specifically allowed or directed above.

Loads will be considered non-conforming to Facility Delivery Standards if: (a). They are found to be contaminated with Hazardous or Infectious Waste and/or is unprocessable; or (b) A load contains more than the maximum allowable contamination of materials that are not acceptable as Recyclables but are not Hazardous or Infectious Waste.