



REQUEST FOR PROPOSALS

**CURBSIDE CART COLLECTION SERVICES
FOR RESIDENTIAL TRASH AND YARD WASTE**

AND

**CURBSIDE CART COLLECTION AND MANAGEMENT
SERVICES FOR RESIDENTIAL RECYCLABLES**

Dated: January 30, 2023

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A. OVERVIEW OF SERVICES SOUGHT UNDER THE RFP PROCESS

The objective of this RFP process is to obtain one (1) or more qualified service providers to 1) collect residential trash and transport it to a designated landfill for lawful disposal; 2) collect residential yard waste and transport it to a designated compost facility; and 3) collect residential recyclables and manage the recyclables to an acceptable Materials Recovery Facility ("MRF") under a revenue sharing formula with the Township.

Under the terms of an existing Agreement, residential trash will be collected, transported to and disposed of at the following location. The disposal costs are not part of the RFP process.

Woodland Meadows RDF – Van Buren
5900 Hannan Road
Wayne, Michigan 48184

Under the terms of an existing Agreement, residential yard waste will be collected and transported to the following location. The drop off fee for the yard waste is not part of this RFP process.

Woodland Meadows RDF – Van Buren
5900 Hannan Road
Wayne, Michigan 48184

For residential recyclables, the RFP seeks both collection and management of the materials at an acceptable MRF. The Township seeks a revenue sharing formula as part of any RFP Response.

The selected contractor(s) will be paid directly for the services by the Township upon the submittal of an acceptable invoice. This RFP process does not involve the Contractor invoicing the residential units directly for any services.

There are approximately 8,054 Residential Units in the Township that will receive Contract Waste services. There are approximately 324 Residential Units that receive Recycling services only.

B. INSTRUCTIONS TO RFP RESPONDERS

1. **Submittal.** Any RFP Response shall be received by the Township until 3:00 p.m. EST on the 27th day of February, 2023. Any RFP Response, in its entirety, must be enclosed in a sealed, non-transparent envelope or package marked on the outside as follows:

"Van Buren Township Trash, Yard Waste
and Recyclables RFP Response"

No late RFP Responses will be accepted or considered by the Township.

Any RFP Response shall be submitted as follows:

- One (1) printed, signed RFP Response.
- Ten (10) copies of all submitted documents.
- One (1) USB flash drive containing an electronic version of the complete RFP Response.

Any RFP Response shall be delivered to the following:

Van Buren Township Clerk's Office
46425 Tyler Road
Van Buren Township, Michigan
48111

2. **Bond.** A Response bond executed by a surety company that is authorized to conduct business in Michigan in the amount five (5%) percent of total proposed value of the first (1st) year of proposed services shall be included with any RFP Response. The Bond is to secure the timely execution of a Contract if the Responder is awarded a Contract pursuant to this RFP process.
3. **Amendments.** The Township reserves the right to amend the RFP prior to the RFP due date.
4. **Posting.** The official source for the RFP and amendments is the Township website at www.vanburen-mi.org. No other source should be relied on for the official RFP documents. The posting will also appear on bidnetdirect.

5. Any RFP Response must contain all information requested in the RFP.
6. By submitting a Response to the RFP, it is presumed that the RFP Responder understands the RFP and the information requested.
7. Any costs, of any kind, incurred by any Responder relating to the RFP shall be borne solely by the Responder.
8. Any RFP Response may be withdrawn in writing up to the due date as set forth herein.
9. Any RFP Response must be executed and dated by a person with full authority to bind the Responder to the RFP Response submitted.
10. Any RFP Response shall be deemed to be valid for one hundred eighty (180) days from the due date.
11. The Township expressly reserves to reject any RFP Response submitted for any reason. The Township reserves the right to negotiate separately with any responder to the RFP after the opening of the proposals.
12. Any RFP Response is subject to the applicable provisions of Michigan's Freedom of Information Act at MCL 15.231 et. seq.
13. Any questions concerning the RFP documents shall be submitted in writing by February 13, 2023 to the Clerk's office. A Response will be issued by the Township to any question by February 20, 2023 and posted at the designated website.

C. MODEL CONTRACT TERMS AND CONDITIONS

The Model Contract Terms and Conditions, as set forth herein by category, shall be considered in the preparation and submittal of any RFP Response. Any Responder shall assume the Model Contract Terms and Conditions presented herein are the terms and conditions that will be expected in any Contract awarded under the RFP process.

The Model Contract Terms and Conditions should be read closely to ensure that any RFP Response accounts for all terms and conditions as set forth in those Terms and Conditions.

Any RFP Response shall, if necessary, provide a separate listing of what Model Contract Terms and Conditions will not be accepted. In any such situation, the provision at issue shall be identified in the manner it is presented herein, the objection shall be stated and proposed modified/agreeable substitute language shall be provided in the RFP Response. A form is attached for this purpose.

I. **Model Contract Recitals**

WHEREAS, the Van Buren Charter Township (“Township”) is a duly authorized local unit of government; and

WHEREAS, Township provides for contracted solid waste management services to its residents; and

WHEREAS, on _____, 20____, Township issued a Request For Proposals (“RFP”); and

WHEREAS, _____ (“Contractor”) responded to the RFP with an RFP Response (“RFP Response”); and

WHEREAS, Contractor has provided its “best pricing” in Contractor's RFP Response; and

WHEREAS, Contractor has agreed to provide “Best Available Services and Technology” to the Township under the RFP Response; and

WHEREAS, Contractor agrees that Contractor participated in the RFP process voluntarily, in good faith, and without any consultation or agreement with any other entity to restrict or otherwise control pricing before or during the entire RFP process; and

WHEREAS, Contractor hereby represents, pledges and warrants that it has the know-how, the resources and the finances to execute, carry-out and perform all of the services set forth under this Contract in the manner required by this Contract and otherwise consistent with the Contractor’s RFP Response; and

WHEREAS, Contractor participated in the RFP process and has no claims concerning the RFP process used by Township and hereby waives any such claims or disputes relating to or arising from the RFP process.

II. Model Contract Definitions

Each term or phrase below shall have the meaning presented as set forth herein.

- A. “Acceptable Invoice” means an invoice generated by the Contractor and submitted to Township for the services conducted under this Contract that is otherwise consistent with this Contract. If Township does not object to an Invoice within ten (10) Business Days of its receipt, it shall be deemed an “Acceptable Invoice” as presented by the Contractor.
- B. “Applicable Laws” means any statute, law, constitution, charter, ordinance, resolution, judgment, administrative order, decree, rule, regulation, directive, or standard, which is enacted, adopted, promulgated, issued or enforced by a governmental body, a regulatory agency, a local government, a State, the Federal Government or a division of the Federal Government, and/or any court of competent jurisdiction that relates to or affects Township, the Contractor, or the performance by a party of its obligations under this Contract.
- C. “Best Available Services and Technology” means the best available personnel, training, vehicles, technology, reporting, customer services and Contract incentives that are equal to or greater than what Contractor provides under another existing municipal contract, an existing extension of another municipal contract or any municipal contract entered into during the Term of this Contract for a municipal entity of over 3,000 households in Michigan.
- D. “Bulky Waste/White Goods Waste” means bulk items and includes, but is not limited to, couch, loveseat, recliner, kitchen table and chairs, bed frames, mattress and box springs (must be wrapped entirely), headboard, end tables, treadmills, bicycles. Standard white good items, include but are not limited to, air conditioners / dehumidifiers / dishwashers / dryers / freezers / hot water tanks / humidifiers / refrigerators / stoves and washers.
- E. “Business Day” means Monday through Friday and shall exclude Saturday, Sunday and any Holiday as defined herein.
- F. “Calendar Day” means days running consecutively and consistent with a published calendar for the relevant year at issue. In calculating “Calendar

Days”, there are no exceptions for weekends or any Holiday as defined herein. When calculating “Calendar Days” the day of the starting event shall not be counted in the calculation.

- G.** “Change in Law” shall mean any act, statute, rule, ordinance or legislative action promulgated after the Effective Date where compliance with such change materially increases the costs to the Contractor in performing the Contract Waste services.
- H.** “Commencement Date” means the ____ day of _____, 2023, wherein the services by the Contractor shall commence under this Contract. The Commencement Date is separate from the Effective Date.
- I.** “Contract” means the written agreement governing the complete performance of the services defined herein as reviewed and executed by Township and the Contractor.
- J.** “Contract Recitals” means the Contract Recitals as stated herein which, by agreement of the parties, are part of the Contract and binding on the Contractor and the Township.
- K.** “Contract Term” means the duration of this Contract between Township and Contractor as defined in the Contract, including any authorized extension(s) of the Contract.
- L.** “Contract Transition” means the time period, regardless of the length of time between the Effective Date and the Commencement Date wherein Contractor shall meet, as requested, with Township representatives to prepare for and discuss the services under this Contract to ensure that both Contractor and Township are prepared to timely initiate the Contract Services as set forth herein.
- M.** “Contract Waste” means all of the materials that Contractor agrees to collect and/or manage under this Contract. Contract Waste is Trash, including Bulky Waste and White Goods, Recyclables and Yard Waste.
- N.** “Contractor” means the party governed by the Contract herein that has agreed to perform the work set forth by this Contract, or any part of it, including its successors or assigns, or any duly authorized agents or authorized legal representatives of the Contractor.

- O. “Curb/Curbside” means the vertical edging to the street pavement, or, where there is no street pavement edge, it shall mean the edge of the road material and shall include the side of the road laterally and within ten (10) feet of the driveway cut at issue.
- P. “Disposal Facility(ies)” means the landfill, transfer facility, composting facility, MRF or other lawful facility that will be utilized for the disposal, management, or processing of Contract Waste under this Contract.
- Q. “Effective Date” means the date this Contract is fully executed by the authorized representative of the Township and the Contractor.
- R. “EGLE” or the “Department” means the Michigan Department of Environment, Great Lakes and Energy, or any successor thereof, including any agency or Department to which the powers of the Department shall be transferred or any other appropriate agency. Any name change does not impact this definition.
- S. “EOW” means every other week as opposed to weekly.
- T. “Excluded Waste” means any hazardous materials, waste or substances; toxic substances, waste or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes, each as defined by Applicable Laws. Excluded Waste, as defined herein, is not a part of Contract Waste under this Contract.
- U. “Government Approvals” means all licenses, permits, reviews or approvals required from any Local, State or Federal government, agency or division that relates to or governs the performance of the Contractor under this Contract and the services set forth herein.
- V. “Holiday” means New Year’s Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day and Christmas Day.
- W. “Household Hazardous Waste” means any waste generated by a Residential Unit which, except for the exclusion provided in 40 CFR 261.4(b)(1), would be classified as a Hazardous Waste under 40 CFR, Part 261. Hazardous materials means all highly flammable materials or products that may react to cause a fire or explosion hazard; or that because of their toxicity, flammability, or liability for explosion render firefighting abnormally dangerous or difficult. This also includes flammable liquids or gases that are chemically unstable and that may

spontaneously form explosive compounds or undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials and chemicals shall include flammable solids, corrosive liquids, radioactive materials, oxidizing materials, potentially explosive chemicals, highly toxic materials, and poisonous gases that have a degree of hazard rating in the health, flammability or reactivity of three or four as ranked by NFPA 704 or other code and/or all items that are regulated as “hazardous” under Public Act No. 451 of 1994 (MCL 324.101 et seq) or any other Applicable Laws.

- X. “Liquidated Damages” means the following prohibited events under this Contract that are assigned the stated dollar amount as a Liquidated Damage.

Failure to clean up spilled refuse or litter caused by Contractor or wash down a street as requested by TOWNSHIP to eliminate objectionable odors.	\$100.00 for each incident/each day of scheduled service.
Failure to repair damage to a resident property caused by Contractor or its personnel within 24 hours.	\$250.00 per incident.
Failure to promptly contain and clean up hydraulic oil, motor oil or fuel leaks.	\$2,000.00 per incident plus any direct cost to the Township.
Failure to complete all collection routes by 7:00 pm on the scheduled day or otherwise comply with the hours of operation as required by this Contract.	\$250.00 for each Residential Unit per day.
Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of a complaint.	\$100.00 for each Residential Unit per day.
Co-mingling materials from non-Township collection in vehicles assigned to the performance of this Contract.	\$500.00 for each Residential Unit per day.
Co-mingling of recyclables with trash.	\$500.00 for each Residential Unit per day.
Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by Township.	\$500.00 for each day.

Failure to deliver collected waste, recyclables, or yard waste to designated and approved disposal, processing and management sites.	\$2,000.00 for serviced Residential Unit per day.
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- Y.** “Management Representative” means a representative of the Contractor that is knowledgeable about the terms and provisions of this Contract, the services covered by this Contract, and the pricing/invoicing under this Contract. The Management Representative shall otherwise be up to date and fully aware of any pending service-related issues under this Contract. This Management Representative shall be designated by the Contractor and may be changed from time to time with written notice by Contractor to Township. Township reserves the right to object to any designated Management Representative. If there is such an objection, Contractor shall designate a new Management Representative within thirty (30) Calendar Days.
- Z.** “Township” shall mean Van Buren Township.
- AA.** “MRF” means a Materials Recovery Facility used to manage and/or process Contract Waste.
- BB.** “Performance Bond” means a corporate surety bond that guarantees a set amount of compensation to Township in the event Township must assume the obligations or duties of the Contractor under this Contract in order for the services under the Contract to continue.
- CC.** “Rebate” means an automatic payment discount from Contractor to Township in the amount of one (1) percent of the total invoice amount if payment is made by Township to Contractor within thirty (30) Calendar Days of the Township receiving an Acceptable Invoice, as defined herein. Payment shall be deemed “made by Township” on the date the payment check is mailed to the Contractor or payment is transmitted in another way by prior agreement.
- DD.** “Recyclable Materials” or “Recyclables” means those materials which would otherwise become Trash and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products and that are otherwise acceptable materials at a MRF.

- EE.** “Recyclables Revenue Sharing” shall mean the revenue sharing process between the Contractor and the Township as calculated and determined by a written formula and as paid quarterly with the Township maintaining a right to audit.
- FF.** “Residential Unit” means a residential or other structure that is authorized eligible for Contract Waste services under this Contract. Only those Residential Units which were provided services prior to the Commencement Date of this Contract shall be eligible for services under this Contract unless approved by the Township.
- GG.** “Residential Unit Count Change” shall mean a change in Residential Units serviced by the Contractor under this Contract. A Residential Unit Count Change shall only be initiated and made by Township and shall be completed and issued by Township to Contractor by January 15 of each year. That Residential Unit Count shall then be controlling for that Calendar Year.
- HH.** “State” means the State of Michigan.
- II.** “Trash” or “Refuse” means solid waste as set forth in Act 451 of 1994 at MCL 324.11506 (1) which are acceptable for disposal in a Type II sanitary landfill and shall not include any Excluded Waste, as defined herein, or any waste, or portion thereof, which is liquid, radioactive, volatile, highly flammable, explosive, infectious or pathological, asbestos, special waste (including but not limited to, municipal solid waste incinerator ash) or Household Hazardous Waste. Generally, Trash/Refuse includes all animal and vegetable food waste and all other waste which normally generates from a household. Trash/Refuse may include materials consisting of sod, dirt, rocks and other debris not to exceed 50 pounds of any one such material. Trash or refuse shall not include construction/repair/remodeling debris, including drywall, lumber, wood, cement, bricks, concrete, asphalt, landscape timbers etc. except for the minimal amounts of those materials specified above. The term Trash or Refuse shall not include leaves or grassclippings as defined by Applicable Laws but will include up to one (1) bundle per week of brush, composed of branches greater than two (2)" in diameter but less than six (6)", and not exceeding forty-eight (48)" long or thirty-six (36)" in diameter. Brush does not include root balls or stumps.
- JJ.** “Yard Waste” means leaves, grass clippings, vegetable or other garden debris, shrubbery, prunings/twigs less than two (2) inches in diameter, sod without dirt, and any other yard waste materials defined as such by any applicable law. The term Yard Waste excludes agricultural waste, animal

waste, roots, sewage sludge, stumps and treated wood of any kind. The acceptable Yard Waste may vary depending on the Rules of the Designated Compost Yard.

III. Model Contract General Terms and Conditions

A. Contract Term. The term of this Contract shall be as follows:

1. Initial Contract Term. The initial Contract Term of this Contract shall be five (5) years commencing on _____, 20____ and ending on _____, 20____.
2. Extension of the Initial Contract Term. The Initial Contract Term may be extended for one (1) additional five (5)-year Contract Term if requested by Township in writing nine (9) months prior to the expiration date of the initial Contact Term and agreed to by Contractor in writing and said writing is executed by Township and Contractor.
3. Contract Reopener. In order to discuss and resolve, by way of written Contract amendment(s), issues relating to Contractor performance and service issues under this Contract, Township shall have the right, but not the obligation, to reopen the Contract two (2) times during each five (5)-year Contract Term. The reopener process shall start with the Township providing a written notice to the Contractor requesting the reopener and stating the basis of the reopener with respect to an ongoing service issue(s). The Contractor and the Township agree to schedule and conduct a meeting within thirty (30) days of any reopener request. Nothing in this provision prevents or restricts Township from raising disputes or service issues without using the Contract Reopener process. This provision does not impact or restrict other procedures in this Contract including the Termination process and the Dispute Resolution process.

B. Termination of Contract by Township.

1. Termination. Township may initiate a termination process of this Contract prior to the then current expiration date upon thirty (30) Calendar Days written notice to the Contractor if one or more of the following termination issues has occurred:

- a. The Contractor has failed or refuses to fulfill its obligations in a timely and proper manner in accordance with this Contract.
 - b. The Contractor has failed or refuses to perform any material covenants, agreements, terms or obligations set forth in this Contract.
 - c. The Contractor has ceased conducting business in a normal course by reason of insolvency or bankruptcy, whether voluntary or involuntary.
 - d. The Contractor has assigned, delegated or subcontracted services under this Contract without the prior written consent of the Township in accordance with this Contract.
2. Process for Termination. Township shall provide written notice to the Contractor specifying the issue or issues. The Contractor shall have ten (10) Calendar Days to cure the alleged issue. If the Contractor promptly undertakes reasonable actions to cure the issue and diligently pursues same to the satisfaction of Township, there shall be no termination, unless the Contractor defaults in its performance on a repeated basis. In such event, the Township may terminate this Contract without further written notice, at its sole discretion and without any additional opportunity to cure.

After the event of an issue which is not cured by Contractor as provided above, Township thereafter may terminate this Contract by written notice of termination by Township sent by certified mail, return receipt requested, to the Contractor as provided herein. Upon such termination, Township may, in its discretion, require the Contractor to continue performance of this Contract for a period up to an additional ninety (90) Calendar Days after the Notice to Terminate in order to facilitate Township's selection and use of a replacement contractor. The Contractor agrees to and acknowledges this right of Township to request and receive continued services as set forth herein. If Township utilizes the Contractor for these additional services, it shall pay the Contractor at the rates then provided for in this Contract.

After the event of an issue which is not cured by Contractor as provided above, the Contractor shall be liable to Township for any damages Township sustains by virtue of the Contractor's breach, and any reasonable costs Township incurs enforcing or attempting to enforce this Contract, including reasonable attorney and expert fees.

- C. Termination of Contract by Contractor.** The Contractor may terminate this Contract by providing 180 Calendar Days written notice to Township of Contractor's intent to terminate. Contractor agrees to fully perform all of the services required under this Contract from the date of its notice to terminate to the expiration of 180 Calendar Days. Upon any such notice to terminate, Contractor agrees to provide Township with all pertinent records, studies, evaluations or other documents prepared by Contractor since the Effective Date and relating, in any way, to this Contract, the Contract Waste and the services provided under this Contract. Contractor and Township agree that all terms and provisions of this Contract shall be in full force and effect during the 180 Calendar Day termination period. Township and Contractor may, by a written and executed document, shorten or lengthen the 180 Calendar Day termination period.
- D. Most Favored Nations.** Township and the Contractor agree and acknowledge that this Contract is a "best pricing" Contract. Best pricing, in this Contract, means Township shall, throughout any Contract Term of the Contract, be entitled to any lower pricing that Contractor provides to another like kind municipality (directly or as part of an organized authority) that is set forth in a contract, or a contract extension, for any term of three (3) years or more. This applies only to another contract that is for "like kind services" which shall mean services for trash, yard waste, and recyclables by way of collection by carts to a customer of 3,000 Residential Service Units or more. Contractor agrees to provide written notice to Township of any such lower contract pricing as outlined in this provision. The only result of this provision is to effectuate lower pricing in favor of Township than those initially set forth in the Contract as of the Effective Date.
- E. Representations of the Contractor.** Contractor represents, pledges and warrants the following as of the Effective Date and these Representations of the Contractor shall survive until any Termination of this Contract or any conclusion of this Contract.
1. The Contractor represents and warrants it shall comply with all federal, state, county and local laws, rules and regulations (including OSHA, CERCLA, RCRA and SARA) and all other applicable water, land and air pollution laws with respect to Contract Waste, and the performance of its obligations under this Contract.
 2. The Contractor represents and warrants it shall have and maintain all applicable governmental licenses and permits necessary to conduct the services required under this Contract.

3. The Contractor represents and warrants this Contract constitutes a valid, binding and enforceable obligation of Contractor deemed to be mutually drafted and with adequate consideration.
 4. The Contractor represents and warrants that it is, and shall remain throughout any Contract Term, financially able and capable of carrying out all of the requirements and its obligations under this Contract.
 5. The Contractor represents and warrants that, by the authorization of its Board of Directors or its other legal equivalent, the Contractor has adopted a valid resolution authorizing entry into this Contract with Township under the terms set forth herein.
 6. The Contractor represents and warrants that it has provided the entity identified below with the actual legal authority to sign this Contract on behalf of Contractor and to fully and completely bind the Contractor.
- F. Compliance with Applicable Laws.** Contractor, during any Contract Term, shall comply with all Applicable Laws. Additionally, Contractor shall, during the term of this Contract, comply with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, the Toxic Substances Act of 1976, the Emergency Planning and Community Right-to-Know Act of 1986, the Clean Air Act of 1966, as amended, the National Environmental Policy Acts of 1975, the Natural Resources and Environmental Protection Acts, and all rules, regulations and guidance documents promulgated or published thereunder, and any federal, state, regional, county or local statutes, laws, rules, regulations or ordinances relating to public health, safety or the environment.
- G. Insurance Requirements for the Contractor.** The Contractor shall not commence any services under this Contract until evidence of the required insurance coverages have been secured by the Contractor and provided to Township. All insurance coverages shall be placed with insurance

companies licensed and authorized to do business in the State of Michigan and with insurance carriers acceptable to Township. During any Contract Term, at the Contractor's sole cost and expense, the Contractor shall maintain the following insurances coverages and shall comply fully with the provisions set forth below. Nothing in this provision prohibits or restricts the Contractor from obtaining additional forms of insurance or higher coverage amounts than those set forth herein.

1. Worker's Compensation	Amount Not Less Than: Michigan Statutory minimum
2. Employer's Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
3. Commercial General Liability Insurance (Broad Form Comprehensive, Contractual Liability, Independent Contracts Coverage)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
4. Products and Completed aggregate Operations Liability	\$2,000,000.00
5. Automobile Liability Insurance limit for (covering all owned, hired and bodily injury and property damage non-owned vehicles with personal protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single
6. Excess Umbrella Liability	\$5,000,000.00 each occurrence

7. Pollution Liability Insurance: The Contractor shall obtain coverage for the duration of this Contract for pollution legal liability (environmental impairment liability) including investigation and legal defense, for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed. Such insurance must provide coverage for both on-site and off-site investigations, cleanup costs and cover gradual and sudden pollution. Coverage shall contain a per contract aggregate endorsement.
8. Additional Insured: The commercial general liability insurance policy, pollution liability insurance policy, and motor vehicle liability insurance policy shall include an endorsement naming the "Van Buren Charter Township" as an additional insured. This shall include all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers of the Township. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the Township and shall provide blanket contractual liability insurance for all written contracts. Should any work be contracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.
9. Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Pollution 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 Township In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify the Township in writing."

If any of the above coverages expire during the term of the Contract, the Contractor shall deliver renewal certificates and/or policies to Township at

least ten (10) days prior to the expiration date. The Contractor shall provide to Township, upon written request, a certified copy of any insurance policy required under this Contract.

10. **Proof of Insurance Coverage:** At the time of the Effective Date, the Contractor shall provide Township with a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice is acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if requested, by Township.
- H. Independent Contractor Status.** No provision of this Contract shall be construed as creating or implying an employer-employee relationship between the Contractor and Township. It is agreed that Contractor is an “independent contractor” as that phrase is defined and interpreted, as of the Effective Date and during any Contract Term, by controlling State law or by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits of any kind not otherwise specified in this Contract
- I. Licenses.** Contractor shall obtain, at or before the Effective Date, at its own expense, any and all licenses and/or permits required by any Federal, State or Local governments or agencies necessary to operate the equipment and perform the work and services required by this Contract. Any and all employees and authorized subcontractors of the Contractor shall be properly trained and shall have all licenses and endorsements required by Federal, State and Local laws in order to operate the equipment and vehicles utilized in the performance of the services under this Contract. Township has the right to inspect any and all licenses and all Contractor training documents during any Contract Term.
- J. Employees.** Contractor shall take reasonable and customary precautions in the selection of its employees and authorized subcontractors assigned to do work under this Contract to ensure their honesty, courtesy, abilities and fitness. All of Contractor’s employees shall wear Contractor required uniforms and Contractor issued identification. Adequate supervision and adequate training shall be furnished by the Contractor over employees and authorized subcontractors at all times. Contractor agrees to reassign any employee or subcontractor who is violating this provision or any other provision of this Contract. No person under the age of sixteen (16) years shall be employed or engaged to perform services under this Contract. No person whose age or physical condition is such to make such person’s

employment dangerous to his/her health or safety or to the health or safety of others shall be employed to perform services under this Contract, provided that this shall not operate against the employment of physically challenged persons otherwise employable where such persons may be safely assigned to work which they are able to perform.

1. Nondiscrimination Against Persons with Disabilities. Contractor agrees that it 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 disabilities as defined in the Persons with Disabilities Civil Rights Act, that is related to such person's ability to perform the duties of a particular job or position.
2. Elliott-Larsen Civil Rights Act. Contractor agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to such persons hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to that employment because of such person's race, color, religion, national origin, ancestry, age, height, weight, gender (sex) and marital status.
3. Non-Employment. Nothing in this Contract shall create, or be interpreted to create, any employer/employee relationship of any kind between Township and the Contractor's employees or Contractor's authorized subcontractors. Contractor agrees to defend, indemnify and hold Township harmless from and against any claims or allegations, labor related or otherwise, that arise from this provision governing employees and subcontractor.
4. Contractor Payment of Taxes. The Contractor shall be solely responsible for the following taxes and tax related payments and obligations:
 - a. Payment of wages to its employees in compliance with all Local, Federal and State laws.
 - b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the Contractor under Local, State and Federal law.
 - c. Payment of all applicable Local, State and Federal taxes, charges or permit fees, whether in force as of the Effective Date or subsequently enacted during any Term.

- d. Payment of any and all taxes, charges, surcharges or other fees and costs related to the equipment and property of the Contractor.
 - e. The Contractor shall indemnify and hold Township harmless from all claims arising from the foregoing payment obligations of the Contractor.
 - f. Contractor acknowledges and agrees Township is a governmental unit and as such is exempt from payment of all State and Federal taxes. Township agrees to provide Contractor a copy of Township's tax exempt status document upon request.
5. Employee Qualification, Payment and Accident Prevention. All persons employed by the Contractor shall be competent, skilled, properly trained and qualified in the performance of the services to which they are assigned to perform under this Contract.
 6. Civil Infractions. Contractor will be solely responsible, financially and otherwise, for any traffic tickets or other municipal infractions incurred by Contractor's drivers or Contractor's employees and subcontractors.

K. Performance Guarantees.

1. Performance Bond. The Contractor shall furnish, at its own expense, prior to the Effective Date, a Performance Bond in the amount of \$1,000,000.00.
2. Form of Bonds. Any Performance Bond shall be with an insurance company or surety licensed and admitted to do business in the State of Michigan.
3. Disclosure. The Contractor agrees to provide a valid and binding copy of the then current and binding Performance Bond to Township annually or within three (3) Business Days of any request made by the Township.

L. Indemnity and Title to Contract Waste.

1. Responsibility for Contract Waste. Contractor shall be responsible for all Contract Waste managed by the Contractor under this Contract. Title to the Contract Waste under this Contract shall pass

to the Contractor when the Contract Waste is placed in Contractor's collection vehicle.

2. Waiver. The Contractor, for itself, its successors and assigns, releases, waives, discharges and covenants not to sue Township, its officers, employees, agents and elected officials from and against any and all actions or causes of action, claims, suits, demands, liabilities, loss, damage or expense of any kind and nature, including attorney's fees and including claims for injury or death (collectively, "Losses"), on account of injury to the person or equipment of the Contractor resulting directly or indirectly from the performance by contractor of any service(s) under this Contract, however caused.
 3. Indemnity. To the fullest extent allowed by the then applicable law, Contractor expressly agrees to indemnify, defend and hold Township, its officers, employees, agents and elected officials harmless against all Losses, (as defined above), arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from Contractor's performance of this Contract or Contractor's collection, transportation or disposal of Contract Waste, based upon any negligent act or omission of Contractor or any employee, subcontractor or other person acting on Contractor's behalf in connection with or incident to this Contract.
 4. Survival of Indemnity. Contractor's obligation to indemnify, hold harmless and defend the Township as set forth herein shall survive the expiration or termination of this Contract. By entering into this Contract, the parties do not waive any immunities otherwise provided by any law.
- M. Assignment**. This Contract shall not be assigned, delegated or subcontracted by the Contractor to any other person or entity without the prior written consent of Township. For purposes of this Contract, a transfer of more than ten (10%) percent of the stock of the corporation or interest in a limited liability company or partnership, or the sale or transfer of more than fifty (50%) percent of the assets of Contractor to any person shall be considered to be an assignment governed by this provision. Notwithstanding anything to the contrary in this Contract, the Township's written consent will not be required if the Contractor assigns this Contract to an Affiliate of Contractor. "Affiliate" shall mean, with respect to this Contract, any other entity that directly, or indirectly through one or more

intermediaries' controls, is controlled by, or is under common legal control with the Contractor

- N. Modification. This Contract, or any terms hereof, may not be changed, waived, discharged, amended or terminated, absent an agreement in writing executed by Township and the Contractor.
- O. Uncontrollable Event. Any failure or delay in performance under this Contract by either party due to an "Uncontrollable Event" shall not constitute a breach or default of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such Uncontrollable Event and for a reasonable time thereafter.

An Uncontrollable Event shall mean any act, event or condition occurring during any Term of this Contract that has had, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both Township or the Contractor under this Contract if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract.

Uncontrollable Circumstances shall include the following:

1. A natural act, landslide, lightning, earthquake, fire, explosion, flood, nuclear radiation, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area;
2. The suspension, termination, interruption, denial or failure of renewal or continuation of any permit, license, consent, authorization, or approval required for the provision of services under this Contract, provided however, that such event shall not be the result of the willful or negligent action or inaction of the party relying thereon;
3. The loss of or inability to obtain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for operation of the facilities required under this Contract if such loss or inability is not the

result of the willful or negligent action or inaction of the Contractor; and

4. A public or private labor dispute relating to the collection of Contract Waste which involves persons other than those working for (or on behalf of) the Contractor or any affiliate or subcontractor hired by the Contractor, which prevents the management of Contract Waste under this Contract; and
5. A national, state or local health event wherein there is a written, authorized and published government declaration that prevents the services under this Contract from being lawfully conducted.

P. Records and Access to Records. The Contractor shall maintain full and complete operation and service records related to all services conducted by Contractor under this Contract. The service records shall include, at a minimum, the following:

1. The Residential Units to whom a service was provided.
2. A log of complaints and resolutions for all services provided under this Contract.
3. A log of missed collections and responses.
4. A description of any vehicle accidents or infractions.
5. A listing of all accounts having a change of service during the month.
6. Weights and/or volumes of garbage, recyclable materials and yard waste collected by commodity and where these items were transported to for lawful disposal or lawful management under this Contract.
7. The Township has the right to share all Contract generated data and records with the Township auditors and the Township Legal Counsel.

Q. Information Deemed Important. Contractor acknowledges and accepts that the volume of all Contract Waste is important data to Township.

Those volumes shall be maintained by the Contractor and shall be available at all times to the Township to prepare trend reports and analyses. The Township shall have the right to share this data with the Township's authorized Legal counsel and auditors.

- R.** Meeting Attendance. Upon request and notice made by Township to Contractor, Contractor's Management Representative shall attend any requested meeting of the Township Board.
- S.** Governing Law. This Contract is made in and shall be governed by the laws of the State of Michigan. This Contract shall be deemed to be mutually drafted by Township and the Contractor for all legal purposes.
- T.** Cumulative Remedies. No right, power or remedy conferred upon or reserved to Township under this Contract is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or now or hereafter existing at law or in equity or by statute.
- U.** Dispute Resolution. Notwithstanding anything contained in this Contract to the contrary, and notwithstanding any other dispute or default remedy process or procedure provided for in this Contract, if there is a dispute concerning the right of either party to terminate this Contract or a dispute concerning any aspect of this Contract, Township and the Contractor shall continue to perform their respective obligations as if this Contract were in full and complete effect and both parties' rights shall continue in effect until such dispute is resolved and any appeals permitted in this Contract are exhausted. Any dispute or controversy between the parties with respect to the interpretation or application of any provision of this Contract or the performance by Contractor or Township of their respective obligations hereunder, or otherwise arising out of the Contract (collectively, "Dispute") shall be resolved as provided herein.
1. Performance During Disputes: Township and Contractor shall continue to perform all of their obligations under the Contract during the full pendency of any Dispute.
 2. Informal Dispute Resolution: Township and Contractor shall first attempt to resolve any Dispute, informally, by negotiating in good faith in an effort to resolve the Dispute. Proposals and information exchanged during the informal proceedings described in this Section between the parties shall be privileged, confidential and without prejudice to a party's

legal position in any formal proceedings going forward. All such proposals and information, as well as any conduct during such proceedings, shall be considered settlement discussions and proposals, and shall be inadmissible in any subsequent proceedings.

3. Arbitration: Any Dispute not resolved within thirty (30) Calendar Days of the submission of the Dispute shall be settled by binding and statutory arbitration in the Wayne County, Michigan area before the American Arbitration Association and in accordance with its then existing Commercial Arbitration Rules (the "Rules"). Each party shall pay its own attorneys' fees and one-half of the other arbitration costs (arbitrator, court reporter, copies, etc.). An arbitration decision or ruling shall be binding and final.
4. Injunctive Relief and Venue: Notwithstanding anything in this provision, either party may request a court of competent jurisdiction to grant injunctive relief to such party until an arbitrator can decide the matter in question. Any action between the parties arising from this Contract shall be maintained in the appropriate Michigan Courts, subject to the statutory requirements for venue and jurisdiction.
5. No Consequential or Punitive Damages: In no event shall either party be liable to the other or obligated in any manner to pay to the other, any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.
- V. No Third-Party Beneficiary. No entity or person involved with, working with or associated with the Contractor under this Contract, during the RFP process and during any Contract Term, shall be deemed to be an express, implied or direct beneficiary of this Contract or any portion, term, section or provision of this Contract. Contractor agrees to defend, indemnify and hold Township harmless from and against any such claim, suit, demand or obligation.
- W. Change In Law. Contractor and Township shall provide notice to the other upon receiving a notice concerning a Change In Law as defined herein. If there is, in fact, a defined Change In Law, Township and Contractor agree to meet and discuss any Contract changes that are required to address the Change In Law. Any dispute about the implication or the impact of a

Change In Law shall be managed and resolved consistent with the Dispute Resolution process set forth herein.

- X. Waiver. Any failure of Contractor or Township to insist upon strict compliance with any of the terms, covenants, or conditions of this Contract shall not be deemed a waiver of any term, covenant, or condition. No delay or omission on the part of the Contractor or Township in exercising any right shall operate as a waiver of such right or any other right. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time. The Contractor or Township shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed both parties.

- Y. Notices. Any notice required in this Contract shall be made to the other party as follows:

To: Township
Attention: _____

To: Contractor
Attention: _____

IV. Model Contract Operational Provisions

- A. Service Hours. Contractor shall provide Contract Waste services under this Contract only from 6:00 a.m. to 7:00 p.m. No services under this Contract shall be conducted by the Contractor before and after the hours set forth herein unless such services are authorized, in advance, by Township
- B. Collection Route Management. The Contractor shall be responsible for the management and supervision of all collection Routes for the Contract Waste and other services governed by this Contract.
1. The Contractor shall initiate and complete all Routes on the scheduled collection day and within the service hours set forth herein. The Contractor shall collect, transport, and manage all Contract Waste from each Residential Unit regardless of the volume of such waste. (Yard Waste is limited to 30 bags or 30 containers per collection day.)
 2. The Contractor shall not use collection vehicles that are, by age or otherwise, unnecessarily noisy and violate any Township noise control ordinances.
 3. The Contractor shall collect, retrieve, and capture any blown or loose Contract Waste and add it to the Collection for transport and management under this Contract at no additional cost. Contractor shall, at Contractor's sole expense, maintain equipment to collect, retrieve and capture spilled or loose Contract Waste on any scheduled route.
 4. Contractor shall, at the request of Township, wash down any road or portion of any road determined by Township to be impacted by Contract Waste odor at no extra cost.
 5. The Contractor shall ensure that any cart used by any Residential Unit is completely emptied on the scheduled collection day. The Contractor shall be responsible for any damage to any cart caused by the Contractor in conducting any services under this Contract. Any damage to any such cart shall result in the Contractor, at Contractor's sole expense, replacing the Cart within forty-eight (48) hours.

6. Contractor shall be solely and fully responsible for any damage to any Residential Unit property caused by the Contractor and shall hold harmless and indemnify, in full, the Township from and against any such claims, suits, or demands.
 7. Contractor shall ensure, with internal directives, policies and/or training, that all of Contractor's employees conducting services under this Contract avoid loud and/or profane language while performing services under this Contract.
 8. The Routes and collection days shall be established by Township prior to the Commencement Date. Any changes shall be approved by Township in writing. Contractor may request a change by providing sixty (60) days' notice of a requested change. Under all circumstances, all Contract Waste on any route shall be collected, transported and managed on the same scheduled day.
 9. Contractor shall immediately notify Township if any road condition makes it impossible to reach, access and provide services under this Contract to any Residential Unit.
 10. Township shall notify Contractor if Township is made aware of any Road closure or other infrastructure work that prohibits Contractor conducting the services required by this Contract. The Contractor shall, upon such notice, provide a safe and efficient alternative to complete the services at no extra cost to Township.
 11. Contractor may contact Township for an extension of Route completion if local weather conditions make it unsafe and not practical to complete the then scheduled services under this Contract. Such approvals shall not be unreasonably withheld by the Township.
- C. Emergency Contact For Contractor. Contractor shall provide Township with the name, office telephone number, cellular telephone number, and E-mail for an Emergency Contact that Township may contact for any emergency involving any aspect of the Services under this Contract. This Emergency Contact information shall, at all times, be current and accurate. It shall be the responsibility of the Contractor to ensure this information is current and accurate at all times.

D. Complaint Procedures.

1. Contractor shall use a defined reporting system to report to the Township all situations that prevent, delay or disrupt any required services under this Contract. The Township shall provide the office/person designated to receive such complaints prior to the Commencement Date.
2. For service Complaints received by Township, Township will first consult and review the Complaint with the Contractor and determine if adequate information is available to resolve the complaint. Unless directed otherwise, the Township shall transmit all Complaints to the Contractors "Emergency Contact" as defined herein.
3. For service Complaints received by Contractor by 5:00 pm on a Business Day, Contractor will return to the impacted location and collect the properly prepared Contractor Waste. For service Complaints that are received after 5:00 pm on a Business Day, Contractor will have until the end of the following business day to collect the properly prepared Contract Waste.
4. In the event Contractor believes any Complaint to be without merit (e.g., late set outs or improper preparation), Contractor shall notify Township. Township, if appropriate, will investigate all disputed complaints and render a determination. Disputed Complaints shall not be considered valid missed collection complaints for purposes of calculating missed pickups used for determining performance penalties (liquidated damages) until they have been determined to be valid by Township.

V. Model Contract Description of Services

- A. General Description of Contract Waste Services. Contractor shall provide services for all Contract Waste from each Residential Unit as defined herein. This includes the collection of Refuse/Trash, including Bulky Waste/White Goods Waste. This includes Recyclables collection and processing. This includes Yard Waste collection. This includes all “other services” as defined herein.
- B. Residential Units. Contractor shall provide services to each Residential Unit. As of the Commencement Date, the Residential Units will be provided to the Contractor by the Township. After the first full year of the Contract Term, the listing of the serviced Residential Units will be provided by Township to Contractor annually by January 15 to govern the services under this Contract for that next Calendar Year. Township has the exclusive and sole right to modify the Residential Unit count for purposes of services under this Contract. Notwithstanding this annual setting of the Residential Units on each January 15, at any time during any Calendar Year under this Contract, Township shall notify Contractor of any new Residential Unit and Contractor shall, within 24 hours, establish services under this Contract to that Residential Unit.
- C. Change In Services. The following shall apply to any change in Contract services under this Contract.
1. Only the Township can initiate and change the scope of the Contract services.
 2. Changes to the Contract services may include adding or deleting services or increasing or decreasing the frequency of the Contract services provided under this Contract. These changes shall be at the sole discretion of the Township.
 3. The Contractor shall not modify, in any way, any pricing due to any change in Contract service made by Township unless approved in writing by Township prior to any such pricing change.

VI. Model Contract Pricing and Billing Provisions

- A. Contract Waste services and all “other services” under this Contract, as conducted by the Contractor, shall be governed and bound by the pricing and rate schedule set forth herein. No other rates or pricing shall apply to any services under this Contract.
- B. The Contractor shall submit to Township and Acceptable Invoice no later than the tenth Calendar Day of the calendar month following the prior month of services. Any invoice not received by Township from Contractor consistent with the timing set forth herein shall be paid by Township to Contractor in Township’s next scheduled payment cycle. Any invoice submitted by Contractor to Township that is not an Acceptable Invoice and not resolved by the tenth Calendar Day, shall also be paid by Township to Contractor in Township’s next scheduled payment cycle.
- C. Township may, at its option, notify Contractor that Township shall receive the Contractor’s invoices by electronic mail. Township shall designate the applicable e-mail addresses for this provision.
- D. Contractors Invoice shall accurately set forth the services provided under the Contract to Residential Units and other services as set forth herein.
- E. The Recyclables Revenue Sharing required to be paid by Contractor to Township shall be paid quarterly during each calendar year under this Contract and shall show all of the data necessary to calculate the amount consistent with the approved Recyclables Revenue Sharing Formula.

D. DETAILS ON SCOPE OF SERVICES FOR RFP RESPONSE

- A. Trash/Refuse. Contractor shall collect and transport Trash/Refuse to the defined Disposal Facility. This service shall be year-round, weekly and Curbside for all Residential Units. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.
1. Bulky Waste/White Goods Waste. Contractor shall collect, transport and dispose of Bulky Waste/White Goods Waste at the designated Disposal Facility. Each Residential Unit may set out Curbside one (1) Bulky Waste/White Goods Waste item per week on the same day scheduled for Trash/Refuse collection. If any item of Bulky Waste/White Goods Waste is determined by Contractor to require more than one (1) Contractor employee to load for collection, that item shall be rescheduled and collected within 48 hours of the original scheduled collection day. Any Residential Unit may schedule an additional Bulky Waste / White Goods Waste pick-up separate from the Trash / Refuse collection day at a separate cost as set forth herein.
 2. Improperly Set Out Trash/Refuse Or Bulky Waste/White Goods Waste. Contractor shall affix to any non-conforming set out a sticker or tag approved by Township stating the reason for the non-collection. Contractor shall notify Township if any scheduled collection is not made. Should Township determine the Trash/Refuse/Bulky Waste/White Goods Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect the Trash/Refuse/Bulky Waste/White Goods Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collection to document properly and improperly set out materials under this provision.

B. Recyclables. Contractor shall provide year round weekly or EOW Curbside single stream Recyclables collection for processing management to the identified Residential Units that receive this service. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.

1. Suitable Recyclables Container. Recyclables shall be placed Curbside in a cart.
2. Recyclable Revenue Sharing. Contractor shall participate in a Recyclables Revenue Sharing program. Any Recyclables Revenue Sharing shall be subject to and capable of being audited for accuracy and accountability upon request by Township. Contractor shall establish the Audit process and shall be solely responsible for all costs of the Audit Process.
3. Improper Set Out Of Recyclables. Contractor shall affix to any non-conforming set out a sticker approved by Township stating the reason for the non-collection and Contractor shall notify Township if collection is not made. Should Township determine the Recyclables to be collectible in the manner set out, Contractor shall promptly return to the Residential Unit and shall collect the Recyclables at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collections to document properly and improperly set out Recyclables.

C. Yard Waste. Contractor shall collect and transport Yard Waste from each Residential Unit to the designated facility. This service shall be from April of each Calendar year through the end of the second full week of December of each Calendar year. Each Residential Unit receiving Yard Waste Services under this Contract shall place all Yard Waste in properly labeled and suitable containers or degradable paper bags Curbside. For any Holiday, as defined herein, the collection day shall be the next calendar day and, if necessary, on Saturdays.

1. Suitable Container for Yard Waste Collection. Yard Waste shall be placed in a container made of rigid plastic or metal, with handles, and between twenty (20) to thirty five (35) gallons in size clearly marked with a "Yard Waste" sticker, or in degradable paper bags manufactured for the purpose of yard and leaf collection, and meeting all other set-out requirements. No plastic bags are allowed for Yard Waste. Each container and its contents, shall not weigh more than fifty (50) pounds each. There shall be a limit of 30 bags or containers per collection day per Residential Unit.
2. Improper Set Out Of Yard Waste. Contractor shall affix to any non-conforming set out a sticker approved by Township stating the reason for the non-collection and Contractor shall notify Township if collection is not made. Should Township determine the Yard Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect the Yard Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of collection to help document properly and improperly set out materials.
3. Christmas Trees. Contractor, as part of the Yard Waste Services and without any additional costs, shall collect from all Residential Units discarded Christmas Trees that have no ropes, lights, metal, plastic or other inorganic material affixed to them, provided the Christmas Tree is placed Curbside. This service shall be provided by the Contractor from Christmas Day through the end of January of each Calendar Year during this Contract. Any Christmas Tree collected shall be managed as yard waste.

D. Other Services.

1. Township Dumpsters and Rolloffs. Contractor, as requested by Township, shall provide the delivery and collection services for yard dumpsters for Refuse/Trash and Recyclables and for twenty (20) yd and thirty (30) yd roll off containers for the same services. Costs for such services shall be charged directly to Township as a separate cost item. As of the Commencement Date, a Schedule of such services is at Exhibit _____. This Schedule may be modified or terminated by Township at any time. Any services under this provision shall be subject to the rates and pricing at Exhibit _____.
2. Township Dumpsters and Rolloffs for Special Events and Festivals. The Township may request, and Contractor shall provide, dumpsters for festivals, special waste collection days or other events. Contractor, when notified of a request, shall provide dumpster delivery and dumpster collection. The request may include dumpsters for Trash/Refuse or Recyclables, or both. The dumpsters requested may include two (2), four (4) or eight (8) yards of capacity. Any services under this provision shall be subject to the rate and pricing at Exhibit _____.
3. Township On-Call Services. Contractor shall collect and deliver to the designated Disposal Facility all materials collected from “on-call” sites that TOWNSHIP identifies which may include collection of Refuse/Trash from litter abatement enforcement (illegal dumping and evictions), weather related damages, and similar circumstances. Such “On-Call” services shall be completed by Contractor within 48 hours of electronic notice from TOWNSHIP requesting such service. Contractor shall itemize these On Call services and shall invoice those services using the pricing and rates set forth at Exhibit _____.
4. Side Door Services. There may be eligible households on the collection routes that are occupied by individuals who have been determined by TOWNSHIP to be unable to move Contract Waste to Curbside. These Residential Units shall be provided side door service by the Contractor, as part of the regularly scheduled collection, and at the pricing provided for other Residential Units under this Contract. The Contractor shall bring the container(s) to the curb and return the container(s) to the location where it was originally placed. Township shall provide to Contractor, as of the Commencement Date, a schedule of all Side Door Services and the

schedule shall be updated by Township by January 15 of each Calendar Year.

E. DETAILS ON CARTS FOR RFP PROCESS AND RFP RESPONSE PREPARATION

For Contract Waste collection services by Contractor herein, the following shall apply:

1. For purposes of carts used for Trash/Refuse and Recycling collections, the Contractor shall, as requested by the Township, provide, maintain, and replace carts as needed, including in the event of claims of stolen or missing carts. The Contractor shall be responsible for providing, during any Term of this Contract, original and replacement carts as required matching the specifications of the carts with regards to construction, warranty, and labeling. The Trash/Refuse and Recyclables carts will each have an Township approved color and Township approved printing and labeling as "Trash" and "Recycling" carts. Township approved instructions shall be provided and attached to each cart with instructions for cart use and care and relevant refuse and recycling program information that Township will assist in developing with the Contractor.
2. Contractor shall be responsible for ordering carts, taking delivery of carts, assembly and delivering carts to the applicable Residential Units. Contractor shall provide a real time online accessible database of all distributed carts including cart model, cart serial number, address delivered to and RFID code (if applicable).
3. Contractor shall be responsible for visual inspection of the carts and reporting any concerns about any cart to Township throughout any Term of this Contract.
4. Carts shall be standard ninety-six (96) gallon capacity for both Trash/Refuse and Recyclables. Contractor shall allow Residential Units an opportunity, before initial cart distribution, to opt out of the ninety-six (96) gallon cart for smaller sixty-four (64) and/or thirty-two (32) gallon carts for either Trash/Refuse or Recyclables or for both. In addition, a six (6) month amnesty period will be provided after the Commencement Date of the Contract or initial delivery of the carts, whichever is later, for Residential Units to request a cart switch as outlined herein without a cost to the Residential Unit. After that six (6) month time period as defined herein, the Contractor may charge a switching cost as defined herein. The registry of adjusted cart orders will be provided to the Contractor prior to cart ordering.

5. All carts requested under this Contract shall be manufactured to the specifications used by the Contractor for their own cart programs with regards to design and construction of the container body, lid, hinges, handles, wheels and axles. Labeling and identification shall be the responsibility of the Contractor but shall be subject to prior approval by Township. Contractor shall ensure that there is a cart warranty for no less than twelve (12) full years of coverage on the cart body, and ten (10) full years of coverage on all other cart components. The warranty must specifically provide for no-cost replacement of any component parts which fail in materials of workmanship for the above stated time periods, beginning at the date of original purchase by the Contractor. The Contractor shall keep an inventory of sufficient replacement carts as well as cart replacement parts, and shall update Township, upon request, of the status of that inventory. Contractor shall perform deliveries, repairs and exchanges of such equipment in a timely manner. Contractor shall maintain the cart storage site which shall include keeping an accurate and up to date cart inventory to meet the service demands of this Contract. Contractor shall receive all shipments of carts, and shall log them into the cart inventory on a timely basis.
6. The Contractor will provide new carts to all additional Residential Units added to the Contract at any time during the Term of this Contract. Delivery shall also include appropriate educational material as reviewed and approved by Township.
7. The Contractor shall provide an on-going cart maintenance program that completes repairs or replacements within forty-eight (48) hours of a request made by Township.
8. The Contractor shall obtain, use and fully maintain an asset tracking software to track all Trash/Refuse and Recyclables carts distributed and all carts exchanged during the Contract Term. The software must manage cart inventories, cart repairs, cart deliveries, cart switches and other service requests in the field in order to maintain an accurate account database for all carts. This database shall be the foundation for tracking participation in the Recyclables Collection process. This software will maintain the proper code/serial number for each address and, when the changes are made, the updated information will be sent in electronic format to both Township and, if applicable, any recycling participation

incentive system provided by the Contractor under this Contract. The Contractor shall make this database available to any recycling participation incentive program provider as directed.

9. Contractor shall provide additional curbside carts to Residential Units for Curbside Trash/Refuse and Recyclables collection in accordance with the following:
 - a) Residential Units shall have the option to make a one-time payment for an additional ninety-six (96) or sixty-four (64) gallon cart at the prices/rates set forth herein.
 - b) After the amnesty provision, Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for Trash/Refuse with a sixty-four (64) gallon cart. These carts must include the appropriate tracking equipment. The costs of this exchange shall be at the prices/rates set forth herein.
 - c) After the amnesty provision Residential Units shall have the option to exchange a ninety-six (96) gallon rolling cart for recyclables with a sixty-four (64) gallon cart. The Costs of this exchange shall be at the prices/rates set forth herein.
10. Contractor shall be responsible for loss or damage of any approved cart caused by their employees in the course of performance of their work and/or due to lift mechanism or packing blade and shall fix or replace damaged carts at Contractor's sole cost.
11. Contractor shall be responsible for removing all carts at the conclusion of the contract.

F. CONTRACT TRANSITION

During the time period between the Effective Date and the Commencement Date, Contractor agrees to meet with Township to conduct a Contract Transition that is intended to ensure the following:

1. That the Contract Waste Services set forth in this Contract are understood and acknowledged.
2. That any “Other Services” set forth in this Contract are understood and acknowledged.
3. That the pricing and rates for all services under this Contract are understood and acknowledged.
4. That the Residential Units serviced by this Contract and the Services to be provided are understood and acknowledged.
5. That the established collection routes and days of services are identified, acknowledged and understood.
6. That any and all initial cart requirements are identified, acknowledged and understood.

G. EVALUATION AND SELECTION CRITERIA

The evaluation shall include, but may not be limited to, the following:

1. Responders pricing;
2. Responders agreement to the Model Contract terms and conditions;
3. Responders verified experience and know how;
4. Responders references;
5. Responders commitment to best technology and best pricing; and
6. Responders presentation of a recyclables revenue sharing formula.

H. RFP RESPONSE PRICING FORM – YEAR 1

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$_____/Month (Weekly)

Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$_____/Month for 2 yard capacity

Pricing: \$_____/Month for 4 yard capacity

Pricing: \$_____/Month for 8 yard capacity

Pricing: \$_____/Month for 20 yard capacity

Pricing: \$_____/Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$_____/Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

G. Carts, original and replacement carts.

Pricing: \$_____/96 Gallon Cart

Pricing: \$_____/64 Gallon Cart

Pricing: \$_____/32 Gallon Cart

RFP RESPONSE PRICING FORM – YEAR 2

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$_____/Month (Weekly)

Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$_____/Month for 2 yard capacity

Pricing: \$_____/Month for 4 yard capacity

Pricing: \$_____/Month for 8 yard capacity

Pricing: \$_____/Month for 20 yard capacity

Pricing: \$_____/Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$_____/Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

G. Carts, original and replacement carts.

Pricing: \$_____/96 Gallon Cart

Pricing: \$_____/64 Gallon Cart

Pricing: \$_____/32 Gallon Cart

RFP RESPONSE PRICING FORM – YEAR 3

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$_____/Month (Weekly)

Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$_____/Month for 2 yard capacity

Pricing: \$_____/Month for 4 yard capacity

Pricing: \$_____/Month for 8 yard capacity

Pricing: \$_____/Month for 20 yard capacity

Pricing: \$_____/Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$_____/Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

G. Carts, original and replacement carts.

Pricing: \$_____/96 Gallon Cart

Pricing: \$_____/64 Gallon Cart

Pricing: \$_____/32 Gallon Cart

RFP RESPONSE PRICING FORM – YEAR 4

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$_____/Month (Weekly)

Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$_____/Month for 2 yard capacity

Pricing: \$_____/Month for 4 yard capacity

Pricing: \$_____/Month for 8 yard capacity

Pricing: \$_____/Month for 20 yard capacity

Pricing: \$_____/Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$_____/Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

G. Carts, original and replacement carts.

Pricing: \$_____/96 Gallon Cart

Pricing: \$_____/64 Gallon Cart

Pricing: \$_____/32 Gallon Cart

RFP RESPONSE PRICING FORM – YEAR 5

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$_____/Month (Weekly)

Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$_____/Month for 2 yard capacity

Pricing: \$_____/Month for 4 yard capacity

Pricing: \$_____/Month for 8 yard capacity

Pricing: \$_____/Month for 20 yard capacity

Pricing: \$_____/Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$_____/Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

G. Carts, original and replacement carts.

Pricing: \$_____/96 Gallon Cart

Pricing: \$_____/64 Gallon Cart

Pricing: \$_____/32 Gallon Cart

RFP RESPONSE PRICING FORM – YEAR 6

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$_____/Month (Weekly)

Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$_____/Month for 2 yard capacity

Pricing: \$_____/Month for 4 yard capacity

Pricing: \$_____/Month for 8 yard capacity

Pricing: \$_____/Month for 20 yard capacity

Pricing: \$_____/Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$_____/Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

G. Carts, original and replacement carts.

Pricing: \$_____/96 Gallon Cart

Pricing: \$_____/64 Gallon Cart

Pricing: \$_____/32 Gallon Cart

RFP RESPONSE PRICING FORM – YEAR 7

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$_____/Month (Weekly)

Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$_____/Month for 2 yard capacity

Pricing: \$_____/Month for 4 yard capacity

Pricing: \$_____/Month for 8 yard capacity

Pricing: \$_____/Month for 20 yard capacity

Pricing: \$_____/Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$_____/Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

G. Carts, original and replacement carts.

Pricing: \$_____/96 Gallon Cart

Pricing: \$_____/64 Gallon Cart

Pricing: \$_____/32 Gallon Cart

RFP RESPONSE PRICING FORM – YEAR 8

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$_____/Month (Weekly)

Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$_____/Month for 2 yard capacity

Pricing: \$_____/Month for 4 yard capacity

Pricing: \$_____/Month for 8 yard capacity

Pricing: \$_____/Month for 20 yard capacity

Pricing: \$_____/Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$_____/Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

G. Carts, original and replacement carts.

Pricing: \$_____/96 Gallon Cart

Pricing: \$_____/64 Gallon Cart

Pricing: \$_____/32 Gallon Cart

RFP RESPONSE PRICING FORM – YEAR 9

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$_____/Month (Weekly)

Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$_____/Month for 2 yard capacity

Pricing: \$_____/Month for 4 yard capacity

Pricing: \$_____/Month for 8 yard capacity

Pricing: \$_____/Month for 20 yard capacity

Pricing: \$_____/Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$_____/Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

G. Carts, original and replacement carts.

Pricing: \$_____/96 Gallon Cart

Pricing: \$_____/64 Gallon Cart

Pricing: \$_____/32 Gallon Cart

RFP RESPONSE PRICING FORM – YEAR 10

A. Monthly cost per Residential Unit for trash collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

B. Monthly cost per Residential Unit for yard waste collection and transportation to:

Woodland Meadows Landfill
5900 Hannan Road
Wayne, Michigan 48184

Pricing: \$_____/Month

C. Monthly cost per Residential Unit for recyclables collection and management to an identified MRF.

Pricing: \$_____/Month (Weekly)

Pricing: \$_____/Month (EOW)

D. Monthly cost for dumpsters and roll offs for trash and recyclables collection.

Pricing: \$_____/Month for 2 yard capacity

Pricing: \$_____/Month for 4 yard capacity

Pricing: \$_____/Month for 8 yard capacity

Pricing: \$_____/Month for 20 yard capacity

Pricing: \$_____/Month for 30 yard capacity

E. Hourly cost for Township on-call services.

Pricing: \$_____/Hour

F. Recyclables revenue sharing formula to be calculated and paid quarterly.

G. Carts, original and replacement carts.

Pricing: \$_____/96 Gallon Cart

Pricing: \$_____/64 Gallon Cart

Pricing: \$_____/32 Gallon Cart

I. MODEL CONTRACT TERMS AND CONDITIONS

EXCEPTION FORM

Term/Condition	Exception	Proposed Language

**J. CHECKLIST OF INFORMATION REQUIRED
BY ANY ENTITY SUBMITTING AN RFP RESPONSE**

1. Most recent financial statement or executed letter from a certified public accountant that the responding entity has the financial ability to perform the contract services for the term of the contract proposed.

Submitted Not Submitted

2. A description of the Responder's experience and know how in performing the Contract services as outlined in the Model Contract Terms and Conditions.

Submitted Not Submitted

3. Names, emails and contact information for five (5) municipal accounts within similar services are currently conducted by the Responder under a contract or contract extension.

Submitted Not Submitted

4. A Bid Bond.

Submitted Not Submitted

5. A listing of Model Contract language exceptions with proposed substitute language.

Submitted Not Submitted

6. A Recyclables Revenue Sharing Formula.

Submitted Not Submitted

7. Proposed pricing for ten (10) consecutive years.

Submitted Not Submitted

8. The identification and location of a proposed MRF to manage collected recyclables.

Submitted Not Submitted