

**WASHTENAW REGIONAL RESOURCE**

**MANAGEMENT AUTHORITY**

**(WRRMA)**

**REQUEST FOR PROPOSALS**

**FOR**

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

**AND**

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

**INITIAL CONTRACTING MEMBER COMMUNITIES**

**PITTSFIELD TOWNSHIP (approximately 7,947 units)**

**YPSILANTI TOWNSHIP (approximately 15,116 units)**

**CITY OF SALINE (approximately 3,051 units)**

**CITY OF YPSILANTI (approximately 5,337 units)**

Dated: December 1, 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 landfill for lawful disposal; 2) collect residential yard waste and transport it to a compost facility for proper management; and 3) collect residential recyclables and manage the recyclables to a Materials Recovery Facility ("MRF") under, if applicable, a revenue sharing formula established and defined by Contract language.

Under the terms of any Contract, residential trash will be collected, transported to and disposed of at a disclosed disposal facility that complies with all applicable laws and can demonstrate adequate and continued capacity for the services required.

Under the terms of any Contract, residential yard waste will be collected and transported to a compost facility that complies with all applicable laws and can demonstrate adequate and continued capacity for the services requested.

Under the terms of any Contract, residential recyclables will be collected and managed at an acceptable MRF that complies with all applicable laws. WRRMA seeks a recyclables revenue sharing formula as part of any RFP Response.

The Contract will be between WRRMA and Contractor(s). The selected contractor(s) will be paid directly for the contracted services by WRRMA upon the submittal of an acceptable invoice. This RFP process does not involve the Contractor invoicing the Residential Units or the member municipalities directly for any services.

There are approximately 31,500 Residential Units in the WRRMA Communities that will receive Contract Waste services under this RFP process and Contract, including other services as outlined herein.

WRRMA is a duly authorized authority legally enabled under MCL 123.301 et. seq. The current contracting member communities are legal members of WRRMA and will maintain a contract directly with WRRMA for the time period of any Contract between WRRMA and a service provider.

The Commencement Date for the services will be staged as follows:

- City of Saline - June 30, 2024
- City of Ypsilanti - September 24, 2024
- Pittsfield Township - October 1, 2025
- Ypsilanti Township - October 1, 2025

WRRMA members that are not subject to this current contracting process include the following:

- Ann Arbor Township
- Scio Township
- City of Ann Arbor
- City of Dexter

Any RFP Response should incorporate the position that one or more of the Member Communities not currently subject to this RFP process may exercise the right to become part of any Contract awarded under this RFP process at the then controlling Contract conditions without any additional RFP process for their inclusion to the Contract. The only issue to be negotiated at such times is pricing reductions due to added service units. Any RFP Response should contain an affirmative statement acknowledging and accepting this condition. This will allow all of the WRRMA member Communities and the Contractor(s) to be aligned on contract terms, service providers, operating conditions and pricing going forward.

## B. INSTRUCTIONS TO RFP RESPONSES

1. **Submittal.** Any RFP Response shall be received by WRRMA until exactly 3:00 p.m. EST on the 5<sup>th</sup> day of February, 2024. Any RFP Response, in its entirety, must be enclosed in a sealed, non-transparent envelope or package marked on the outside as follows:

"WRRMA Trash, Yard Waste and  
Recyclables RFP Response"

No late RFP Responses will be accepted or considered by WRRMA.

All RFP Responses 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.

All RFP Responses shall be delivered to the following address in accordance with the above stated time frames:

Washtenaw County Water  
Resources Commissioner's Office  
705 Zeeb Road  
Ann Arbor, Michigan 48103  
Attention: Ms. Angela Wright

2. **Bond.** Any RFP Response shall include a bond executed by a surety company that is authorized to conduct business in Michigan in the amount of five (5%) percent of total proposed value of the first (1<sup>st</sup>) full year of proposed services. 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.** WRRMA reserves the right to amend the RFP prior to the RFP due date.
4. **Posting.** The official source for the RFP and any amendments is the WRRMA website at WRRMA.org under "RFP". No other source should be relied on for the official and controlling RFP documents.

5. Any RFP Response must contain all information requested in the RFP. An RFP Response submittal checklist is provided in this RFP at Section G.
6. By submitting an RFP Response, it is presumed that the RFP Responder understands the RFP and the information requested in the RFP process.
7. Any costs, of any kind, incurred by any Responder relating to the RFP Response or process shall be borne solely by the Responder.
8. Any RFP Response may be withdrawn in writing up to the RFP Response 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 as submitted, including all representations made in the RFP Response.
10. Any RFP Response shall be deemed to be valid, including pricing, for one hundred eighty (180) days from the RFP Response due date. This allows WRRMA a full opportunity to review any RFP Response and to research the qualifications and experience of all RFP Responders.
11. WRRMA expressly reserves the right to reject any RFP Response submitted for any reason at the sole discretion of WRRMA. WRRMA reserves the right to negotiate separately with any Responder to the RFP after the opening of all RFP Responses on the established RFP Response due date.
12. Any RFP Response is subject to the applicable provisions of Michigan's Freedom of Information Act at MCL 15.231 et. seq. in terms of disclosure and timing of any disclosure.
13. Any questions concerning the RFP documents shall be submitted in writing by January 19, 2024 to Angela Wright at [wrighta@washtenaw.org](mailto:wrighta@washtenaw.org). A written Response will be issued by WRRMA to any question by January 24, 2024 and posted at the designated website.

14. A mandatory pre-proposal meeting has been scheduled for January 4, 2024 at 10:00 a.m., at the location of Washtenaw County Learning Research Center, Huron Room, 4135 Washtenaw Avenue, Ann Arbor, Michigan, 48108. This meeting will further explain the RFP process and the contents of the RFP process. Based on that meeting, WRRMA may, at its option, issue a written addendum to this RFP and it will be posted as outlined herein.
15. The document is a request for proposal. The lowest price proposed in an RFP Response will not guarantee a contract award.
16. WRRMA reserves the right to award one (1) or more contracts if WRRMA believes that process best suits the needs of WRRMA and its member communities.
17. WRRMA is strongly committed to waste diversion and increased recycling/re-use. WRRMA encourages proposers, in any RFP Response, to address these objectives by bringing forward emerging technologies and progressive waste solutions in any RFP Response. These factors will be strongly considered in the RFP Review Process.
18. No interpretation or clarification of any portion of this RFP document will be issued orally except for questions raised at the mandatory pre-proposal meeting set forth at #14 above.
19. Municipal entities are exempt from Michigan Sales Taxes and Federal Excise Taxes. Do not include these taxes in your pricing proposals.

**20. Tentative timeline for RFP Process:**

Distribution of RFP	December 1, 2023
Pre-Proposal Meeting	January 4, 2024
Submittal of RFP Questions	January 19, 2024
Responses to RFP Questions	January 24, 2024
RFP Submittal Due Date	February 5, 2024
Contractor(s) Interviews	Week of February 12, 2024 to be scheduled

WRRMA Contractor(s) Selection	February 26, 2024
Member Community Agreements	March 2024
Contract Execution with Contractor(s)	April 2024
Contract Transitions	June 2024
Start of Contract Services	July 1, 2024

- 21.** WRRMA expressly reserves the right to disqualify any RFP Responder who contacts any WRRMA Representative or any elected official, representative or agent of any WRRMA member community outside of the formalities of this RFP process about issues directly involving this RFP Process.



## **C. MODEL CONTRACT TERMS AND CONDITIONS**

The Model Contract Terms and Conditions, as set forth herein by category, shall be considered as final and binding contract terms 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. Additional, but not conflicting, terms and conditions may be added to the final Contract by negotiations, discussions and clarifications.

The Model Contract Terms and Conditions should be read and considered closely to ensure that any RFP Response accounts for all factors set forth in the Model Terms and Conditions.

Any RFP Response shall, if necessary, provide a separate listing of what Model Contract Terms and Conditions cannot, based on controlling law or internal written policy, be accepted under any version of a written contract going forward. Please submit such issues in the format provided at Section F. The RFP Proposal, as a whole, will be analyzed by WRRMA with a strong focus on the acceptance, rejection or proposed modifications to the Model Contract Terms and Conditions. By raising an issue concerning any Model Contract Terms or Conditions, WRRMA does not agree that any changes will, during final contract discussions and negotiations, be accepted by WRRMA in any version of a written contract going forward.

**I. Model Contract Terms and Conditions - Recitals**

**WHEREAS**, Washtenaw Regional Resource Management Authority (“WRRMA”) is a duly authorized municipal authority under MCL 123.301 et. seq.; and

**WHEREAS**, WRRMA provides for contracted solid waste management services to the residents of all or part of its member communities pursuant to a binding Member Community Agreement; and

**WHEREAS**, on December 1, 2023, WRRMA issued a Request For Proposals (“RFP”); and

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

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

**WHEREAS**, Contractor represents that is has provided its “Best Available Services and Technology” to WRRMA 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 or proposed terms before or during the RFP process; and

**WHEREAS**, Contractor hereby represents, pledges and warrants that it has the know-how, the resources and the current 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 voluntarily participated in the RFP process and has no claims concerning the RFP process used by WRRMA and hereby waives any such claims or disputes relating to or arising from the RFP process.

## II. Model Contract Terms and Conditions - 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 WRRMA for the specified interval of services conducted under this Contract that is otherwise consistent with this Contract. If WRRMA 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 and shall be submitted for payment.
- 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 WRRMA, the Contractor, or the performance by a Contractor or WRRMA of its obligations set forth and acknowledged 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 related contract for similar services.
- D. "Bulky 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, etc.
- E. "White Goods Waste" means standard white good items, including but not limited to, air conditioners / dehumidifiers / dishwashers / dryers / freezers / hot water tanks / humidifiers / refrigerators / stoves and washers, etc.
- F. "Business Day" means Monday through Friday and shall exclude Saturday, Sunday and any Holiday as defined herein.
- G. "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.

- H. “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.
- I. “Commencement Date” means the \_\_\_\_ day of \_\_\_\_\_, 2024, wherein the services by the Contractor shall commence under this Contract. The Commencement Date is separate from the Effective Date.
- J. “Contract” means the written agreement governing the performance of the services defined herein as executed by WRRMA and the Contractor.
- K. “Contract Recitals” means the Contract Recitals as stated herein which, by agreement of the parties, are part of the Contract and binding on WRRMA and the Contractor.
- L. “Contract Term” means the duration of this Contract between WRRMA and Contractor as defined in the Contract, including any authorized extension(s) of the Contract Term.
- M. “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 WRRMA representatives to prepare for and discuss the services under this Contract to ensure that both Contractor and WRRMA are prepared to timely initiate the Contract Services as set forth herein.
- N. “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 as defined herein.
- O. “Contractor” means the party governed by the Contract herein that has agreed to perform the work set forth in this Contract, or any part of it, including the Contractor's successors or assigns, or any duly authorized agents or authorized legal representatives of the Contractor.
- P. “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 five (5) feet of the driveway cut at issue.

- Q.** “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.
- R.** “Effective Date” means the date this Contract is fully executed by the authorized representative of the WRRMA and the Contractor.
- S.** “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.
- T.** “EOW” means every other week as opposed to weekly.
- U.** “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, are not a part of Contract Waste under this Contract.
- V.** “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.
- W.** “Holiday” means New Year’s Day, Memorial Day, the 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day.
- X.** “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 mean 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.

Y. “Liquidated Damages” means the following prohibited events under this Contract that are assigned the stated dollar amount as a Liquidated Damage to be paid by Contractor to WRRMA.

Failure to clean up spilled refuse or litter caused by Contractor or wash down a street as requested.	\$100.00 for each incident/each day of scheduled service.
Failure to repair damage to a residential or other property caused by Contractor or its personnel within three (3) business days.	\$250.00 per incident.
Failure to promptly contain and clean up hydraulic oil, motor oil or fuel leaks from Contractor's vehicles or equipment within one (1) business day.	\$2,000.00 per incident plus any direct cost to WRRMA.
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 verified complaint.	\$100.00 for each Residential Unit per day.
Co-mingling materials from non-WRRMA collection routes in vehicles assigned to the performance of services under this Contract.	\$500.00 for each Residential Unit per day.
Co-mingling of recyclables with trash or yard waste with trash.	\$500.00 for each Residential Unit per day.
Failure to maintain a vehicle in operable condition and acceptable appearance after inspection and notice by WRRMA.	\$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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- Z.** “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 or service complaints under this Contract. The Management Representative shall be designated by the Contractor and may be changed from time to time with thirty (30) days written notice by Contractor to WRRMA. WRRMA 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 of receiving the objection from WRRMA.
- AA.** “MRF” means a Materials Recovery Facility used to manage and/or process Recyclable Materials.
- BB.** “Performance Bond” means a corporate surety bond that guarantees a set amount of compensation to WRRMA in the event WRRMA 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 WRRMA in the amount of one (1) percent of the total invoice amount if payment is made by WRRMA to Contractor within thirty (30) Calendar Days of WRRMA receiving an Acceptable Invoice, as defined herein or two (2%) percent if within fifteen (15) calendar days. Payment shall be deemed “made by WRRMA” on the date the payment check is mailed to the Contractor or payment is transmitted in another way from WRRMA to Contractor 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 WRRMA as calculated and determined by a written formula and as paid quarterly by Contractor to WRRMA with

WRRMA maintaining a right to audit the calculations and the payment amounts.

**FF.** "Residential Unit" means a residential or other structure that is authorized eligible for Contract Waste services under this Contract.

**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 WRRMA and shall be completed and issued by WRRMA 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 grass clippings 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.** "WRRMA" shall mean the Washtenaw Regional Resource Management Authority.

**KK.** "Yard Waste (one)" means leaves, grass clippings, vegetable or other garden debris, shrubbery, prunings/twigs down to 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.

“Yard Waste (two)” means leaves, grass clippings, vegetable or other garden debris, shrubbery, prunings/twigs down to 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. Yard Waste (two) shall also include Source Separated organics by way of residentially generated food scraps but not manufactured compostable products such as plates, utensils, cups, containers, etc. that are otherwise labeled by the manufacturer as “compostable”. The acceptable Yard Waste may vary depending on the rules of the Designated Compost Yard.

### **III. Model Contract General Terms and Conditions - General Provisions**

#### **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 July 1, 2024 and ending on June 30, 2029.
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 WRRMA in writing nine (9) months prior to the expiration date of the initial Contract Term and agreed to by Contractor in writing and said writing is executed by WRRMA and Contractor. Nothing in this provision prevents, restricts or prohibits further extensions of this Contract subject only to a mutually executed written document.
3. Contract Reopener. In order to discuss and resolve, by way of written Contract amendment(s) if necessary, issues relating to Contractor performance and service issues under this Contract, WRRMA shall have the right, but not the obligation, to reopen the Contract two (2) times during any five (5)-year Contract Term, including any Contract extensions. The reopener process shall start with WRRMA 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 WRRMA agree to schedule and conduct a meeting within thirty (30) days of any reopener request made by WRRMA. Nothing in this provision prevents or restricts WRRMA 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 as set forth herein.

#### **B. Termination of Contract by WRRMA.**

1. Termination. WRRMA 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, in the opinion of WRRMA, occurred:
  - a. The Contractor has failed or refuses to fulfill its service 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 WRRMA in accordance with this Contract.
2. Process for Termination. WRRMA shall provide written notice to the Contractor specifying the termination issue or issues. The Contractor shall have ten (10) Calendar Days to cure the alleged termination issue. If the Contractor promptly undertakes reasonable actions to cure the issue and diligently pursues same to the satisfaction of WRRMA, there shall be no termination.

After the event of a termination issue which is not cured by Contractor as provided above, WRRMA thereafter may terminate this Contract by written notice of termination by WRRMA sent by certified mail, return receipt requested, to the Contractor as provided herein. Upon such termination, WRRMA may, in its sole 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 WRRMA's selection and use of a replacement contractor. The Contractor agrees to and acknowledges this right of WRRMA to request and receive continued services as set forth herein. If WRRMA 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 a termination issue which is not cured by Contractor as provided above, the Contractor shall be liable to WRRMA for any damages WRRMA sustains by virtue of the Contractor's breach, and any reasonable costs WRRMA 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 WRRMA 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 WRRMA 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 WRRMA agree that all terms and provisions of this Contract shall be in full force and effect during the 180 Calendar Day termination period. WRRMA and Contractor may, by a written and executed document, shorten or lengthen the 180 Calendar Day termination period.

- D. Most Favored Nations.** WRRMA and the Contractor agree and acknowledge that this Contract is a “best pricing” Contract. Best pricing, in this Contract, means WRRMA 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 to a customer of 5,000 residential customers or more.
- 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/expiration 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 accepted in the formation and acceptance of the Contract.
  4. The Contractor represents and warrants that it is, and shall remain throughout any Contract Term, or extension, financially able and

capable of carrying out all of the requirements and 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 WRRMA under the terms set forth herein.
6. The Contractor represents and warrants that it has provided the executing 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, or extension, shall comply with all Applicable Laws. Additionally, Contractor shall, during the term or extension 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 WRRMA. 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 WRRMA. During any Contract Term, or extension, 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.

Amount Not Less Than:

- |  |   |
|--|---|
| 1. Worker's Compensation   | Michigan Statutory minimum  |
| 2. Employer's Liability  | \$500,000.00 minimum each disease<br>\$500,000.00 minimum each person<br>\$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<br>\$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 WRRMA as an additional insured. This shall include all elected and appointed officials, all employees and volunteers, all boards, commissions, all member communities of WRRMA and/or authorities and their board members, including employees and volunteers of the WRRMA. 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 WRRMA 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 WRRMA. In the event the Contractor receives notice of policy cancellation, the Contractor shall immediately notify WRRMA 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 WRRMA at least ten (10) days prior to the expiration date. The Contractor shall provide to WRRMA, 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 WRRMA 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 WRRMA.
- H. Independent Contractor Status. No provision of this Contract shall be construed as creating or implying an employer-employee relationship between any Contractor and WRRMA. 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. WRRMA 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 WRRMA and the Contractor's employees or Contractor's authorized subcontractors. Contractor agrees to defend, indemnify and hold WRRMA 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 WRRMA harmless from all claims arising from the foregoing payment obligations of the Contractor.
  - f. Contractor acknowledges and agrees WRRMA is a governmental unit and as such is exempt from payment of all State and Federal taxes. WRRMA agrees to provide Contractor a copy of WRRMA'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 with trigger language approved by WRRMA.
- 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 WRRMA annually or within three (3) Business Days of any request made by the WRRMA.

**L. Indemnity and Title to Contract Waste.**

- 1. Responsibility for Contract Waste. Contractor shall be fully and completely 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 at any collection location.

2. Claim Waiver. The Contractor, for itself, its successors and assigns, releases, waives, discharges and covenants not to sue WRRMA, its member communities, 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 WRRMA, its member communities, 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 WRRMA 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 WRRMA. 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, WRRMA'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 WRRMA 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 WRRMA 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, but not limited to, 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 any service was provided.
2. A log of complaints and resolutions for any 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. The method of calculation shall be provided by Contractor to WRRMA upon request by WARRMA.
7. WRRMA has the right to share all Contract generated data and records with WRRMA auditors and the WRRMA's member communities.

**Q. Information Deemed Important.** Contractor acknowledges and accepts that the volume of all Contract Waste, throughout any Contract Term, is important data to WRRMA. Those volumes shall be maintained by the Contractor and shall be available at all times to the WRRMA to prepare trend reports and analyses. WRRMA shall have the right to share this data with WRRMA's authorized Legal counsel, auditors, and member communities.

**R. Meeting Attendance.** Upon written request made by WRRMA to Contractor, Contractor's Management Representative shall attend any requested meeting of the WRRMA Board.

- S. Governing Law. This Contract shall be governed by the laws of the State of Michigan. This Contract shall be deemed to be mutually drafted by WRRMA and the Contractor for all legal purposes.
- T. Cumulative Remedies. No right, power or remedy conferred upon or reserved to WRRMA under this Contract is intended to be exclusive of any other right, power or remedy. 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, WRRMA 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 fully 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 WRRMA of their respective obligations hereunder, or otherwise arising out of the Contract (collectively, "Dispute") shall be resolved as provided herein.
1. Performance During Disputes: WRRMA and Contractor shall continue to perform all of their obligations under the Contract during the full pendency of any Dispute.
  2. Informal Dispute Resolution: WRRMA 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 Washtenaw 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 WRRMA harmless from and against any such claim, suit, demand or obligation.

W. Change In Law. Contractor and WRRMA 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, WRRMA and Contractor agree to meet and discuss any Contract changes, if any, 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. Compliance Waiver. Any failure of Contractor or WRRMA 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 WRRMA 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 WRRMA 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: WRRMA  
Attention: \_\_\_\_\_

To: Contractor  
Attention: \_\_\_\_\_



#### **IV. Model Contract Terms and Conditions - Operations**

- 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 WRRMA.
- 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 Contract Waste.
  2. The Contractor shall not use collection vehicles that are, by age or otherwise, unnecessarily noisy and violate any local noise control ordinances.
  3. The Contractor shall collect, retrieve, and capture any blown or loose Contract Waste and add it to the applicable 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 WRRMA, wash down any road or portion of any road determined by WRRMA to be impacted by Contract Waste odor at no extra cost under this Contract.
  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 or repairing the Cart within forty-eight (48) hours.

6. Contractor shall be solely and fully responsible for any damage to any Residential Unit or other property caused by the Contractor and shall hold harmless and indemnify, in full, the WRRMA 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 collection days shall be established by WRRMA prior to the Commencement Date. Any changes to the collection days shall be approved by WRRMA in writing. Contractor may request a change in the collection days 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 WRRMA if any road condition makes it impossible to reach, access and provide services under this Contract to any Residential Unit.
  10. WRRMA shall notify Contractor if WRRMA 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 WRRMA.
  11. Contractor may, if necessary, contact WRRMA 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 WRRMA.
- C. Emergency Contact For Contractor. Contractor shall provide WRRMA with the name, office telephone number, cellular telephone number, and E-mail for an Emergency Contact that WRRMA 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 and fully disclosed reporting system to report to WRRMA all situations that prevent, delay or disrupt any required services under this Contract. WRRMA shall provide to the Contractor the office/person designated to receive such complaints prior to the Commencement Date.
2. For service Complaints received by WRRMA, WRRMA will first consult and review the Complaint directly with the Contractor and determine if adequate information is available to resolve the Complaint. Unless directed otherwise, WRRMA shall transmit all Complaints to the Contractors "Emergency Contact" as defined and disclosed herein.
3. For service Complaints received by Contractor before 5:00 pm on a Business Day, Contractor will return to the impacted location and collect the Contract Waste at issue. For service Complaints that are received after 5:00 pm on a Business Day, Contractor shall have until the end of the following business day to collect the Contract Waste at issue.
4. In the event Contractor believes any Complaint to be without merit (e.g., late set outs or improper preparation), Contractor shall notify WRRMA. WRRMA, if appropriate, will investigate all Contractor disputed Complaints and all provided evidence as submitted by the Contractor to support the Contractor's position, and render a determination. Contractor 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 WRRMA under the process and review steps set forth herein.

## **V. Model Contract Terms and Conditions – Service Descriptions**

- 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 and the management of Refuse/Trash, including Bulky Waste and White Goods Waste. This includes Recyclables collection and processing. This includes Yard Waste collection and management to a lawful composting location. This includes all “other services” as defined herein and as required by any municipality. In any Contract, Contractor will be required to designate a lawful landfill, a lawful MRF and an acceptable composting location. WRRMA reserves the right to designate the MRF and the composting location.
- 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 WRRMA. After the first full year of the Contract Term, the listing of the serviced Residential Units will be provided by WRRMA to Contractor annually by January 15 to govern the services under this Contract for that next Calendar Year. WRRMA 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, WRRMA 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 WRRMA can initiate and change the scope of the Contract Waste services.
  2. Changes to the Contract services may include adding or deleting services or increasing or decreasing the frequency of the Contract Waste services provided under this Contract.
  3. The Contractor shall not modify, in any way, any pricing due to any change in Contract Waste service made by WRRMA unless approved in writing by WRRMA and the Contractor prior to any such pricing change.

## **VI. Model Contract Terms and Conditions - Pricing and Billing**

- 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, fees, charges, surcharges or costs shall apply to any services under this Contract unless set forth in the Contract.
- B. The Contractor shall submit to WRRMA and Acceptable Invoice no later than the tenth Calendar Day of the calendar month immediately following the prior month of services. Any invoice not received by WRRMA from Contractor consistent with the timing set forth herein shall be paid by WRRMA to Contractor in WRRMA’s next scheduled payment cycle. Any invoice submitted by Contractor to WRRMA that is not an Acceptable Invoice and not resolved by the tenth Calendar Day, shall also be paid by WRRMA to Contractor in WRRMA’s next scheduled payment cycle.
- C. WRRMA may, at its option, notify Contractor that WRRMA shall receive the Contractor’s invoices by electronic mail. WRRMA shall designate the applicable e-mail addresses for this provision.
- D. A Contractors Invoice shall accurately set forth the Contract Waste services provided under the Contract to Residential Units and any other services as set forth herein.
- E. Any Recyclables Revenue Sharing required to be paid by Contractor to WRRMA 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.
- F. Rebate. As defined at Definition CC, WRRMA shall be entitled to a discount of one (1%) percent of the total invoice amount if payment is made to Contractor by WRRMA within thirty (30) calendar days of WRRMA receiving an acceptable invoice as defined at Definition A and two (2%) percent if payment is made within fifteen (15) days. “Paid by WRRMA” shall mean the date payment is mailed or transmitted from WRRMA to Contractor. WRRMA shall keep payment records accordingly.

## **VII. Model Contract Terms and Conditions - Contract Services**

Note: The City of Ypsilanti will not require Yard Waste or Recyclable Services

- A. Trash/Refuse.** Contractor shall collect, manage and transport Trash/Refuse to a lawful defined and disclosed 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 and White Goods Waste. As part of the Trash/Refuse, Contractor shall collect, transport and manage Bulky Waste and White Goods Waste. Each Residential Unit may set out Curbside up to two (2) Bulky Waste and two (2) White Goods Waste items per week on the same day scheduled for Trash/Refuse collection. If any item of Bulky Waste or 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 scheduled collection day. Any Residential Unit may schedule an additional Bulky Waste or White Goods Waste pick-up separate from the Trash / Refuse collection day at a separate cost as set forth herein. Any Residential Unit shall have the right to purchase a sticker that allows that Residential Unit to dispose of an identified refrigerant containing item for collection on the established collection day or another date set by the Contractor.
  2. Improperly Set Out Trash/Refuse Or Bulky Waste and White Goods Waste. Contractor shall affix to any non-conforming set out a sticker or tag approved by WRRMA stating the reason for the non-collection. Contractor shall notify WRRMA if any scheduled collection is not made. Should WRRMA determine the Trash/Refuse/Bulky Waste/White Goods Waste to be collectible, Contractor shall promptly return to the Residential Unit and shall collect and properly manage the Trash/Refuse/Bulky Waste/White Goods Waste at Contractor's expense. Contractor shall provide a system of digital photos to provide images of the collection to document properly and improperly set out materials under this provision.

**B. Recyclables.** Contractor shall provide year-round weekly or, if specifically designated, EOW Curbside single stream Recyclables collection for management and processing 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 designated cart.
2. Recyclable Revenue Sharing. If applicable, Contractor shall participate in a Recyclables Revenue Sharing program as defined at Definition EE. Any Recyclables Revenue Sharing shall be subject to and capable of being audited for accuracy and accountability upon request by WRRMA. 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 WRRMA stating the reason for the non-collection and Contractor shall notify WRRMA if collection is not made. Should WRRMA 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.
4. The Township of Ypsilanti and the City of Ypsilanti have their own Recyclables Carts and will not need or require Recyclables Carts under this Contract.

**C. Yard Waste.** Contractor shall collect, transport and manage Yard Waste (Yard Waste (one) and/or Yard Waste (two) as designated) from each Residential Unit to a designated composting 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 designated to receive Yard Waste Services under this Contract shall place all Yard Waste in carts. 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 ninety-six (96) gallon cart 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. There shall be a limit of 30 degradable paper bags per collection day per Residential Unit. Yard Waste (two), if applicable, shall only be placed in the ninety-six (96) gallon cart and not in degradable paper bags.

2. Improper Set Out Of Yard Waste. Contractor shall affix to any non-conforming set out a sticker approved by WRRMA stating the reason for the non-collection and Contractor shall notify WRRMA if collection is not made. Should WRRMA 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.
4. The City of Saline currently restricts degradable paper bagged Yard Waste to six (6) bags per week. This restriction will continue.
5. Kitchen Food/Scrap Organic Composting. Contractor shall provide a proposal that allows for Yard Waste (two) to be collected in a ninety-six (96) gallon cart with Yard Waste (two) collection being year-round.

#### **D. Other Contract Services.**

1. WRRMA Dumpsters and Rolloffs. Contractor, as requested by WRRMA, shall provide the delivery, management 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 WRRMA as a separate cost item.
2. WRRMA Dumpsters and Rolloffs for Special Events and Festivals. WRRMA 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 set forth herein.

3. WRRMA On-Call Services. Contractor shall collect, manage and transport all materials collected from “on-call” sites that WRRMA 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 an electronic notice requesting such service. Contractor shall itemize these On Call services and shall invoice those services using the pricing and rates set forth herein.
  
4. Side Door Services. There may be eligible households on the collection Routes that are occupied by individuals who have been determined by WRRMA 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. WRRMA shall provide to Contractor, as of the Commencement Date, a schedule of all Side Door Services and the schedule shall be updated by WRRMA by January 15 of each Calendar Year or as determined to be necessary by WRRMA during the Calendar Year.

## **VIII. Model Contract Terms and Conditions - Carts**

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

1. For purposes of carts used for Trash/Refuse, Recycling and Yard Waste collections, the Contractor shall, as requested by WRRMA, 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 and any lawful extension, original and replacement carts as required matching the specifications of the carts with regards to construction, warranty, and labeling. The Trash/Refuse, Recyclables and Yard Waste carts will each have WRRMA approved printing and labeling as "Trash", "Recycling" and "Yard Waste" carts. WRRMA 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 WRRMA will assist in developing with the Contractor. All such information shall be consistent with the Contract services.
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. Carts shall be standard ninety-six (96) gallon capacity for Trash/Refuse, Recyclables and Yard Waste. 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, Recyclables or Yard Waste. 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. All new residents shall be provided a cart or carts upon move-in.

4. 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 WRRMA. Contractor shall ensure that there is a cart warranty for no less than ten (10) 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 or 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. 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.
5. The Contractor will provide new carts to all additional Residential Units added to the Contract at any time during the Term of this Contract and the amnesty provisions of Section VIII 3 shall apply. Delivery shall also include appropriate educational material as reviewed and approved by WRRMA.
6. The Contractor shall provide an on-going cart maintenance program that completes repairs or replacements within three (3) business days of a request made by WRRMA.
7. The Contractor shall obtain, use and fully maintain an asset tracking software to track all Trash/Refuse, Recyclables and Yard Waste 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 WRRMA 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.

8. Contractor shall provide additional curbside carts to Residential Units for Curbside Trash/Refuse, Recyclables and Yard Waste 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.
9. 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.
10. Contractor shall be responsible for removing all carts at the conclusion of the Contract.

#### **VIV. Model Contract Terms and Conditions – Contract Transition**

During the time period between the Effective Date and the Commencement Date, Contractor agrees to meet with WRRMA 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 days of services are identified, acknowledged and understood.
6. That any and all initial cart requirements are identified, acknowledged and understood.

## **D. RFP 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 viable recyclables revenue sharing formula, if applicable.
7. Responders agreement to be bound by a favored nations clause to ensure WRRMA continued best pricing throughout any contract term; and
8. Responders presentation of progressive services that have the objective of waste minimization, less landfill dependency and increased recycling/reuse.

## E. RFP RESPONSE PRICING FORM – YEAR 1

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

**Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

- 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

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

- Pricing: \$ \_\_\_\_\_/96 Gallon Cart
- Pricing: \$ \_\_\_\_\_/64 Gallon Cart
- Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month



## RFP RESPONSE PRICING FORM – YEAR 2

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

**Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

- 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

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

- Pricing: \$ \_\_\_\_\_/96 Gallon Cart
- Pricing: \$ \_\_\_\_\_/64 Gallon Cart
- Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 3

### Residential Trash

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### Residential Yard Waste

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### Residential Recyclables

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

**Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

- 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

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

- Pricing: \$ \_\_\_\_\_/96 Gallon Cart
- Pricing: \$ \_\_\_\_\_/64 Gallon Cart
- Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 4

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

**Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

- 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

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

- Pricing: \$ \_\_\_\_\_/96 Gallon Cart
- Pricing: \$ \_\_\_\_\_/64 Gallon Cart
- Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 5

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

**Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

- 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

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

- Pricing: \$ \_\_\_\_\_/96 Gallon Cart
- Pricing: \$ \_\_\_\_\_/64 Gallon Cart
- Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month



## RFP RESPONSE PRICING FORM – YEAR 6

### Residential Trash

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### Residential Yard Waste

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### Residential Recyclables

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

**Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

- 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

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

- Pricing: \$ \_\_\_\_\_/96 Gallon Cart
- Pricing: \$ \_\_\_\_\_/64 Gallon Cart
- Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 7

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

**Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

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

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$\_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

Pricing: \$\_\_\_\_\_/96 Gallon Cart  
Pricing: \$\_\_\_\_\_/64 Gallon Cart  
Pricing: \$\_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$\_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 8

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

**Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

- 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

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

- Pricing: \$ \_\_\_\_\_/96 Gallon Cart
- Pricing: \$ \_\_\_\_\_/64 Gallon Cart
- Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

## RFP RESPONSE PRICING FORM – YEAR 9

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

**Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

- 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

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

- Pricing: \$ \_\_\_\_\_/96 Gallon Cart
- Pricing: \$ \_\_\_\_\_/64 Gallon Cart
- Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month



## RFP RESPONSE PRICING FORM – YEAR 10

### **Residential Trash**

A. Monthly total and complete cost per Residential Unit for trash collection, transportation and disposal:

Pricing: \$\_\_\_\_\_/Month

### **Residential Yard Waste**

A. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection, transportation and compost management to a Contractor selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

B. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection, transportation and compost management to a Contractor selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

C. Monthly total and complete cost per Residential Unit for Yard Waste (one) collection and transportation only to a WRRMA selected Compost facility:

Pricing: \$\_\_\_\_\_/Month

D. Monthly total and complete cost per Residential Unit for year-round Yard Waste (two) collection and transportation only to a WRRMA selected Compost facility.

Pricing: \$\_\_\_\_\_/Month

### **Residential Recyclables**

A. Monthly total and complete cost per Residential Unit for recyclables collection, transportation and management to a Contractor selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

B. Monthly total and complete cost per Residential Unit for recyclables collection and transportation only to a WRRMA selected MRF.

Pricing: \$\_\_\_\_\_/Month (Weekly)

Pricing: \$\_\_\_\_\_/Month (EOW)

**Other Services**

A. Monthly total and complete cost for dumpsters and roll offs for trash and recyclables collection to be located and serviced as directed.

- 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

B. Hourly total and complete cost for WRRMA on-call services.

Pricing: \$ \_\_\_\_\_/Hour

C. If applicable, Recyclables revenue sharing formula to be calculated and paid quarterly. This formula shall be stated in plain language and then presented in a mathematical presentation. Any subtitled formula must be capable of verification and audit.

D. Carts, original and replacement carts as directed.

- Pricing: \$ \_\_\_\_\_/96 Gallon Cart
- Pricing: \$ \_\_\_\_\_/64 Gallon Cart
- Pricing: \$ \_\_\_\_\_/32 Gallon Cart

E. The additional monthly cost if any community requests a double collection week for Residential Trash only where these collection services are provided by the Contractor two (2) times in a requested week.

Pricing: \$ \_\_\_\_\_/ month as extra cost above the normal pricing per month

**F. MODEL CONTRACT TERMS AND CONDITIONS**

**EXCEPTION FORMAT**

<b>Term/Condition by Section</b>	<b>Exception Rationale</b>	<b>Proposed Alternative Language</b>

**G. 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 Responder has the financial ability to perform the Contract services for the term of the contract proposed in the RFP process.

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 in the RFP process.

Submitted     Not Submitted

3. Names, emails and contact information for five (5) municipal accounts wherein 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 supported by a legal or policy rationale and with proposed substitute language or an express indication that the Model Contract Terms and Conditions are acceptable.

Submitted     Not Submitted

6. A proposed Recyclables Revenue Sharing Formula set forth in plain language with a mathematical example.

Submitted     Not Submitted

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

Submitted     Not Submitted

**8.** The identification and location of a licensed landfill(s) that will be used for the management of Trash/Refuse under the Contract.

Submitted     Not Submitted

**9.** The identification and location of a proposed MRF(s) to manage collected recyclables under the Contract.

Submitted     Not Submitted

**10.** The identification and location of a proposed compost facility to managed collected yard waste.

Submitted     Not Submitted

**11.** A Statement affirming that currently non-participating WRRMA member communities not currently participating in this RFP Process and contracting may, upon request, be governed by the then basic terms and conditions of the existing Contract subject to negotiated pricing.

Submitted     Not Submitted

**12.** A proposal to allow Kitchen Food Waste/Organics (to be defined) to be collected and managed with Yard Waste (two) for composting.

Submitted     Not Submitted