

## MEMORANDUM



**To:** City Council

**From:** Rich LaBombard  
City Manager

**Date:** October 17, 2022

**Subject:** Refuse Collection and Disposal Services  
Recommendation

At the September 6th City Council meeting, guidance was sought from City Council regarding how Council would like to proceed with the City's solid waste agreement with options being – do nothing and let the solid waste agreement end without selecting a designated collector or issue a request for proposal (RFP) to solicit bids from qualified refuse and recycling material collectors. The consensus from Council was to issue the RFP for award of contract to a single hauler.

City Ordinance, Chapter 54 “*Garbage and Refuse*,” Section 54.09 “*Contracts*” allows for the City to grant an exclusive contract. “The City may by resolution grant an exclusive, revocable contract to a designated collector, giving it the right, power, and authority to collect domestic and/or commercial solid waste, recyclable materials, bulk refuse, and yard waste as described herein with the City. The designated collector shall receive no compensation from the City but shall be permitted to enter into private contracts for the collection of solid domestic waste and other services authorized herein.” The attached link directs to the City's Garbage and Refuse ordinance: [https://codelibrary.amlegal.com/codes/douglas/latest/douglas\\_mi/0-0-0-9611](https://codelibrary.amlegal.com/codes/douglas/latest/douglas_mi/0-0-0-9611)

City staff prepared a request for proposal for Refuse Collection and Disposal Services in anticipation of the end of the current refuse and recyclable materials service agreement set to expire on November 20, 2022. On October 6, 2022, two (2) proposal were received and opened publicly. Those proposers were Republic Services and Arrowaste both from Jenison, MI.

The issuance of the RFP requested respondents to quote the following services: collection of domestic solid waste, recyclable materials, yard waste, bulk refuse, and hazardous waste.

The following is a comparison of those requested services:

	<u>Republic Services</u>	<u>Arrowaste</u>
Refuse – <i>Standard 96 Gallon Cart, Weekly Pickup</i>	\$16.68 per month	\$19.00 per month
Recycling – <i>Standard 96 Gallon Cart, Bi-Weekly Pickup</i>	included with trash rate	\$7.25 per month
Yard Waste – <i>Standard 96 Gallon Cart, Weekly Pickup April-November</i>	\$8.00 per month	\$18.00 per month
Bulk Refuse	\$35.00 per month	\$30 per bulk item
Hazardous Waste	\$18.00 for annual event	NA
Annual Cost of Refuse	\$200.16	\$228.00
Annual Cost of Recycling	included with trash rate	\$87.00
Annual Cost of Yard Waste	<u>\$64.00</u>	<u>\$144.00</u>
Total Cost Per Year	\$264.16	\$459.00
Annual increase	5%	3%

With the calculation of annual costs, Republic is approximately \$194.84 less than Arrowaste per year. Please see attached proposal for further details and cost breakdown of each service.

The City seeks to obtain the highest quality of service at the best price in reviewing any responses to the RFP. Evaluators will use the attached form on pg 37 of the RFP package to evaluate proposals. Once an award is recommended a resolution will be established to accept the agreed upon contract.

**Sample Motion: I recommend City Council award Republic Services of Jenison Refuse Collection and Disposal Services for the City of Douglas.**

# City of Douglas RFP 2022

Solicitation Number: RFP2022



**REPUBLIC**  
SERVICES

Sustainability in Action



Republic



## SECTION 5 RATE SCHEDULE WORKSHEET

**TO BE COMPLETED AND SUBMITTED (Per Section 3)**

Unit	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
<b>Trash</b>					
Smaller Cart, Cost/Household/Month, Weekly Pickup	\$ 16.68	\$ 17.51	\$ 18.39		
Standard 96 Gallon Cart, Cost/Household/Month, Weekly Pickup	\$ 16.68	\$ 17.51	\$ 18.39		
Additional Cart, Cost/Household/Month, Weekly Pickup	\$ 6.50	\$ 6.83	\$ 7.17		
2 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 70.00	\$ 73.50	\$ 77.18		
2 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 65.00	\$ 68.25	\$ 71.66		
2 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 55.00	\$ 57.75	\$ 60.64		
2 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38		
4 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 85.00	\$ 89.25	\$ 93.71		
4 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 75.00	\$ 78.75	\$ 82.69		
4 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 65.00	\$ 68.25	\$ 71.66		
4 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38		
6 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 105.00	\$ 110.25	\$ 115.76		
6 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 90.00	\$ 94.50	\$ 99.23		
6 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 70.00	\$ 73.50	\$ 77.18		
6 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38		
8 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$ 135.00	\$ 141.75	\$ 148.84		
8 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 108.00	\$ 113.40	\$ 119.07		
8 YD Dumpster, Cost/Facility/Month, Monthly Pickup	\$ 91.80	\$ 96.39	\$ 101.21		
8 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38		
Other (optional)					

Unit	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
<b>Recycling</b>					
Standard Cart, Cost/Household/Month, Weekly Pickup	N/A	N/A	N/A		
Standard Cart, Cost/Household/Month, Bi-Weekly Pickup	Price is included in the Monthly Trash Rate				
Additional Cart, Cost/Household/Month, Weekly Pickup	N/A	N/A	N/A		
Additional Cart, Cost/Household/Month, Bi-Weekly Pickup	\$ 6.50	\$ 6.83	\$ 7.17		
2 YD Container Cost/Facility/Month, Weekly Pickup	\$ 63.00	\$ 66.15	\$ 69.46		
2 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	\$ 53.55	\$ 56.23	\$ 59.04		
2 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 47.12	\$ 49.48	\$ 51.95		
2 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38		
4 YD Container, Cost/Facility/Month, Weekly Pickup	\$ 76.50	\$ 80.33	\$ 84.34		
4 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	\$ 65.03	\$ 68.28	\$ 71.70		
4 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 57.22	\$ 60.08	\$ 63.09		
4 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38		
6 YD Container, Cost/Facility/Month, Weekly Pickup	\$ 94.50	\$ 99.23	\$ 104.19		
6 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$ 80.33	\$ 84.35	\$ 88.56		
6 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 70.69	\$ 74.22	\$ 77.94		
6 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38		
8 YD Container, Cost/Facility/Month, Weekly Pickup	\$ 121.50	\$ 127.58	\$ 133.95		
8 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	\$ 103.28	\$ 108.44	\$ 113.87		
8 YD Container, Cost/Facility/Month, Monthly Pickup	\$ 90.88	\$ 95.42	\$ 100.20		
8 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$ 150.00	\$ 157.50	\$ 165.38		
Other (optional)					

\*\*\*All 2, 4, 6, and 8 yard recycle containers are Cardboard only, any mixed recyclables

i.e. single stream or contamination with trash or yard waste could result in a charge to the user.

Unit	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
<b>Yard Waste</b>					
Cost/Household/Month, Proposed Frequency ** Weekly Service April - November Cost is to be charged for ALL trash customers	\$ 8.00	\$ 8.40	\$ 8.82		
Other (optional) ** Each trash resident can chose Yard Waste Individually, Charge is Per season (April - November)	\$ 140.00	\$ 147.00	\$ 154.35		
<b>Bulk Items</b>					
Cost/Household/Month, Proposed Frequency ** Pick up is one time per month, residents must schedule pickup at least 2 days prior to service date	\$ 35.00	\$ 36.75	\$ 38.59		
Other (optional)					
<b>Hazardous Waste</b>					
Cost/Household/Year, Proposed Frequency **Proposal is for an Annual event, Cost is to be charged for ALL trash customers, and each resident within a condo association	\$ 18.00	\$ 18.90	\$ 19.85		
Other (optional)					

<b>One Time Charges</b>			
	Delivery/exchange/removal Charge		
Residential Carts	\$10 per cart		
Residential Cart - Replacement Cost	\$75 per cart		
Front Load Containers ( 2, 4, 6, and 8 yard)	\$75 per container		



**TO BE COMPLETED AND  
SUBMITTED (Per Section  
3)**

**SECTION 4  
REQUIREMENTS**

This Request for Proposal (RFP) is to solicit proposals from qualified companies to compete for the awarding of

a contract with the City for the preparation, collection, and disposal of domestic solid waste, recyclable materials, yard waste, bulk waste, and hazardous waste.

Contractors are required to submit written proposals that present the requirements listed herein. The response to the proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the requirements listed herein. Emphasis should be placed on completeness and clarity of content.

**CONTRACTORS QUALIFICATION STATEMENT:**

Company: Allied Waste Services of Jenison// DBA: Republic Service of Jenison

Submitted By: Jack Brown

With principal office at: Jenison, Michigan

The completion and submission of this RFP reflects accurate and truthful statements of the signatory. (Attach additional pages if necessary)

**Request for Proposal: Requirements:**

The proposal should include the following to coincide with this RFP:

- 1) A completed bid summary with costs for each service contained in this RFP. Proposed rates must be inclusive of all fees, charges, and surcharges. The frequency of pick-up and limit as to the number of containers and/or the weight to which the resident can use to dispose of items to be collect should be identified as well.
  - a) Cost for curbside collection of domestic solid waste should be proposed for weekly service. Cost should be proposed as a fixed price per single-family & two-family household per month, residential multiple-family condominium by container size, and City facility by container size. See Pricing page, service is CART only.
  - b) Cost for curbside collection of recyclables should be proposed for weekly and bi-weekly service. Proposed cost for weekly and bi-weekly service should be a fixed price per single-family & two-family household per month, residential multiple-family condominium by container size, and City facility by container size. See Pricing page, service is CART only.
  - c) Cost for curbside collection of yard waste should be proposed for frequency of service based on the Contractor's recommendation. Proposed cost for service should be a fixed price per household per month. See Pricing page, service is CART plus 5 bags.
  - d) Cost for curbside collection of bulk waste should be proposed for frequency of service

based on the Contractor's recommendation. Proposed cost for service should be a fixed price per household per month.

- e) Cost for an annual collection of hazardous waste.
- f) Standardized rate for an additional trash & recycling container.

2) Explanation of how the Contractor would fulfill the requirements of the contract scope, to include:

- a) Describe the methodology used to collect domestic solid waste (e.g., equipment list, automated, semi-automated, one or two person crews, etc.).
  - We will be operating fully automated to pick up all container's curbside.
- b) Describe the methodology used to collect curbside recycling (e.g., equipment list, automated, semi-automated, one or two person crews, etc.).
  - We will be operating fully automated to pick up all container's curbside.
- c) Describe the methodology used to collect yard waste (e.g., equipment list, automated, semi-automated, one or two person crews, etc.).
  - We will be operating fully automated to pick up all container's curbside.
- d) Describe the methodology used to collect bulk items (e.g., equipment list, automated, semi-automated, one or two person crews, etc.), as well as the recommended frequency of bulk item collection.
  - Bulk will be collected by 1- or 2-man route, we will pickup bulk 1x/month, residents will be required to call, schedule and pay for their pickup prior to the scheduled day of the month we are in the city.
- e) Describe the methodology use to collect hazardous waste items (e.g., equipment list, automated, semi-automated, one or two person crews, etc.) and location.
  - The collection will be scheduled one time per year at our facility in Holland, we will be using US Ecology as our hazardous waste collection company. This service is available to residents only, no commercial businesses in the City of Douglas that has a Solid waste account with Republic. Residents will be required to come to our Holland site prior to the event and provide proof of residency and proof of having an account with Republic, at that point they will be given a ticket for the day of the event.
- f) Describe how customer complaints are handled.
  - Customers can contact Republic a couple of different ways to notify us of any service issues, broken containers or request additional services, either by call our toll-free number or they can sign up for our APP/web site to request these items as well.
- g) Describe the plan that the Contractor will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, natural disaster, or public health emergency which may require a deviation from the normal operating procedures. The emergency plan should address customer notification procedures and include emergency contact information.
  - If severe weather occurs that delays a route, residences will be notified via phone blast and if those residents have the APP they will also be notified via text or email of the delay.

- 3) A statement of the Contractor's previous experience. Include a minimum of three references from organizations or municipal governments for which you have performed similar work to that required herein. For each reference describe the work provided, the date of the beginning of the contract, the length of the contract, and a contact person (with telephone number and e-mail).

- SEE ATTACHED DOCUMENT

- 4) An explanation on how Contractor ensures high quality and prompt customer service. May include manual or training material, as well as references.

We have daily, weekly and monthly training session with our drivers on Safety, and "Customer Zeal". We proactively work with a third-party company that reaches out to our customers randomly to see how the service, billing, and contact with Republic has been, we then use this data to train not only our drivers but our Supervisors and other staff.

- 5) Identification of the person responsible for drafting the bid and a contact person to whom inquiries should be directed, with an address, telephone number, and email.

- Jack Brown – 2471 Wilshire, Jenison, MI 49428 (616)662-6842  
jack.brown@republicservices.com

- 6) Specify on a separate sheet of paper any exceptions: terms, conditions, or specifications that the Contractor is unwilling or unable to meet.

- SEE ATTACHED DOCUMENTS

- 7) A list of all disposal sites to be utilized under this proposal for disposal and processing of domestic solid waste, recyclable, yard waste, bulk waste, and hazardous waste, including but not limited to sanitary landfill facilities, transfer stations, material recover facilities, and composting facilities.

- SEE ATTACHED DOCUMENTS

- 8) A copy of disposal site permits and licenses. SEE ATTACHED

- 9) Statement that there is or is not pending litigation against the Proposing entity or its officers, principal members, shareholders, or investors, or any parent, subsidiary or affiliated entities or other interested parties other than minor personal injury suits involving claims under \$250,000? If so, explain.
- No such litigation exists against Republic Services or it interested parties.
- 10) If there are potential conflicts of interest, such as a relationship with a City of Douglas official or employee, or an immediate family member with the City of Douglas, the Contractor must identify and declare clearly to avoid any future conflicts with the City.
- No conflict exist that we are aware of.
- 11) You may, if you desire, provide a 500 word narrative that would include anything you feel might assist the City of Douglas in evaluating your proposal. Attach additional sheets if necessary.
- 12) To distinguish their level of customer service, some firms will offer services like special assistance for senior citizens or those with disabilities who may have a challenge taking their refuse to the curb and returning the containers to their home. Contractors should specify if they plan to offer such a program and what, if any, special cost there may be for such a service. Similarly, when a resident moves in or out of a residential unit, extra refuse is often generated. Contractors should indicate if they offer collection of larger than usual loads in these circumstances.
- We would offer backdoor service to residents that are disabled, cost for such service would be an additional \$15 per month for just those residents. (Driveway length cannot be over 150 feet long and containers must be visible from the road). Resident must be legally disabled to get this service. We do not offer curbside larger than normal collection for move in's or outs, we do have 20 and 30 yard roll-off's that could be purchased for use.
- 13) Specify any medical waste services you may offer.
- 14) Provide recycling specifications for the types of material accepted (i.e. Styrofoam, colored glass, etc.) and what is not, including plastic recycling symbology.
- See attached recycle sheet that shows all acceptable items/unacceptable items.
- 15) What average percent of recyclable material is considered contaminated and does not make it to the recycling center?
- If container at the curb has any large visible signs of contamination, i.e. unacceptable items that are visible to the driver the container will not be dumped and resident will be notified they must cleanup container and it will be dumped at their next regular pickup.
- 16) If awarded, how long will it take to initiate each service?
- Services in place today.

- In the rare event of termination of contract, how will you notify residents and manage final billing? Customers will be sent their last invoice based on the termination date agreed upon and any removal charges would be applied.

## **FUEL RECOVERY FEE STRUCTURE**

\$5.00 per Gallon is our starting price for year 1 of the contract

Fuel Recovery Fee — A Fuel Recovery Fee shall be assessed after year 1 and applied on a per residence/month basis, in addition to the Monthly Charge. The Base Price for diesel fuel shall be set at \$5.00/gallon. Price will be based on the DOE Index for Highway Diesel – Midwest Index of fuel rise above the "base price," a surcharge of \$0.04/residence/month shall be applied for every \$0.10/gallon increment of increase in Contractor's cost of fuel above the Base Price. No adjustments made for pricing below the \$5.00 per gallon.

This charge will be added to the residents' rates at the beginning of each contract term and will be reviewed annually. See below for Fuel rate chart.

Price Per Gallon	Increase on Residents Bill
\$ 4.95	\$ -
\$ 5.00	\$ -
\$ 5.05	\$ -
\$ 5.10	\$ 0.04
\$ 5.20	\$ 0.08
\$ 5.30	\$ 0.12
\$ 5.40	\$ 0.16

## **References**

City of Holland – Trash/Recycle/Yard Waste Services

Dan Broersma – (616)355-1354

[d.broersma@cityofholland.com](mailto:d.broersma@cityofholland.com)

April 2020

Village of Ravenna – Trash/Recycle/ Yard Waste Services

Emily Carrigan – (231)853-2360

[vravclerk@gmail.com](mailto:vravclerk@gmail.com)

July 2003

City of Coopersville – Trash/Recycle/Yard Waste Services

Dennis Luce – (616)997-2119

[dluce@cityofcoopersville.com](mailto:dluce@cityofcoopersville.com)

July 1994

## **DISPOSAL SITES**

Republic Services of Holland – Transfer station

4368 60<sup>th</sup> St.

Holland, MI 49423

Disposal Site for: Trash / Recyclables / Yard Waste / Bulk



Michigan Department of Environmental Quality  
Waste Management and Radiological Protection Division

## SOLID WASTE DISPOSAL AREA OPERATING LICENSE

This license is issued under the provisions of Part 115, Solid Waste Management of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.11501 et seq., and authorizes the operation of this solid waste disposal area (Facility) in the state of Michigan. This license does not obviate the need to obtain other authorizations as may be required by state law.

FACILITY NAME: Westshore Recycling and Transfer Station, LLC

LICENSEE/OPERATOR: Allied Waste Systems, Inc.

FACILITY OWNER: Allied Waste Systems, Inc.

PROPERTY OWNER: Allied Waste Systems, Inc.

FACILITY TYPE(S): Solid Waste Transfer Facility and Solid Waste Processing Plant

FACILITY ID NUMBER: 474845

COUNTY: Allegan

LICENSE NUMBER: 9516

ISSUE DATE: April 12, 2018

EXPIRATION DATE: April 12, 2023

FACILITY DESCRIPTION: The Westshore Recycling and Transfer Station, LLC, a solid waste transfer facility and solid waste processing plant, consists of 14 acres located at A-4376 60<sup>th</sup> Street, Laketown Township, Allegan County, Michigan, as identified in Attachment A and fully described in this license.

AREA AUTHORIZED FOR DISPOSAL OF SOLID WASTE: Identified in Attachment A of this license.

RESPONSIBLE PARTY: Brent Goodsell, Vice President  
Allied Waste Systems, Inc.  
832 Langsdale Avenue  
Indianapolis, Indiana 46202  
317-283-7183

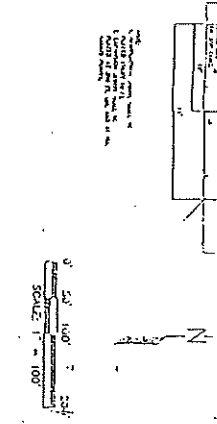
**FIRST OPERATING LICENSE:** This License Number 9516 is the first operating license issued for this Facility to this licensee.

This license is subject to revocation by the Director of the Michigan Department of Environmental Quality (Director) if the Director finds that this Facility is not being constructed or operated in accordance with the approved plans, the conditions of a permit or license, Part 115, or the rules promulgated under Part 115. Failure to comply with the terms and provisions of this license may result in legal action leading to civil and/or criminal penalties pursuant to Part 115. This license shall be available through the licensee during its term and remains the property of the Director.

**THIS LICENSE IS NOT TRANSFERABLE.**

Rhonda S. Oyer, Manager, Solid Waste Section  
Waste Management and Radiological Protection Division

SYMBOL	TYPE	SIZE	NUMBER
○	ASH (OR APPROVED EQUAL)	2 1/2" SML.	10
⊖	JUNIPER (OR APPROVED EQUAL)	18"	22
* *	SPRUCE (OR APPROVED EQUAL)	6/11	50



3 WORKING DAYS  
(72 HOURS)  
BEFORE YOU DIE  
CALL MISS DI  
1-800-482-7171  
(TOLL FREE)

1. UTILITIES SHOWN (IF ANY) ARE TO BE REMOVED OR AVOIDED.
2. NOTE TO CONTRACTOR: SEE DIG AT 1-800-368-7272 FOR THE LOCATION OF UTILITIES IN THE AREA.
3. CONTOUR INTERVAL - 10 FEET
4. BENCHMARK SET RAISED 4 FEET WEST OF THE NORTH OF THE ENTRANCE
5. ELEVATION: 603.00 F
6. ALL SITE LIGHTING SHALL BE ON TO ADVANCE
7. ALL SITE SIGNAGE TO BE ON TO ADVANCE

DESCRIPTION

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PLACE OF BEGINNING.

GENERAL NO.

## **Contract language Changes per Section 6 “Proposal Form”**

### **Issues:**

1. **Legal Entity:** The correct legal entity to sign the Contract resultant to this Bid (“Contract”) and perform the services for Republic (if successful bidder) is Allied Waste Systems, Inc. dba Republic Services of Jenison.
2. **Section 2, Specifications, Responsibilities of the Contractor, Point U, Page 11:** Republic should not be required to indemnify for any damages or injuries occurring because of the Republic’s work as specified in this paragraph.
3. **Section 2, Specifications, Non-Performance / Default, Pages 13-14:** The Contract should also include the concept of force majeure so that Republic’s performance is excused for unexpected occurrences such as labor disputes, riots, pandemic, acts of terrorism, fires etc.
4. **Section 3, Instructions/Terms/Conditions, General Instructions for Proposal, Point P, Pages 18-19:** Republic should not be required to indemnify Customer for any against any loss or damages due to City’s treatment of records as public records.
5. **Section 3, Instructions/Terms/Conditions, Indemnification, Page 21:** Republic’s indemnity obligations should be limited to claims to the extent caused solely by Republic’s gross negligence or willful misconduct. Further, the indemnity obligations should be made reciprocal so that the City indemnifies Republic as well.
6. **Section 7, Attachment A, Clause 54.02, Definitions, Pages 30-32:** The following definitions should also be added to this Contract:

**Applicable Law.** Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

**Excluded Waste.** Excluded Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

**Waste Material.** Waste Material is all Solid Waste and Recyclable Material that are not excluded by this Contract. Waste Material does not include any Excluded Waste.

### **Issues:**

7. **Section 2, Specifications, Recyclable Materials, Page 6:** Please review the list of recyclables that Republic would be required to collect. The items that Republic will not be collecting may be deleted. If there are any concerns with respect to contamination of recyclables, the Contract must mention such provision that would protect Republic from such contamination.
8. **Section 2, Specifications, Intergovernmental Agreement, Last paragraph, Page 8:** Republic does not want to be obligated to provide any discount to the City as specified in this section.
9. **Section 2, Specifications, Responsibilities of the Contractor, Point C, Page 8:** Republic should be liable to replace any container only to the extent whereby damage to such container is caused due to Republic’s gross negligence or willful misconduct with an exception to normal wear and tear caused pursuant to the services performed under this Contract.
10. **Section 2, Specifications, Responsibilities of the Contractor, Point H, Page 9:** Recyclable materials shall comply with any and all specifications provided by Republic in order to meet quality thresholds

for commodity markets and be free of contamination. To the extent any type of recyclable material received within the City limits is rejected by the recycling facility or is not of the intended quality or grade, Republic will notify City and City shall pay any damages, costs, and penalties incurred by Republic due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material.

Further, if market conditions develop that limit or inhibit Republic from selling some or all of the recyclable materials, Republic may (i) suspend or discontinue any or all recycling services, or (ii) dispose of the recyclable materials in a landfill and update the City's rates accordingly.

11. **Section 2, Specifications, Responsibilities of the Contractor, Point L, Page 10:** The cost for any audit as specified in this section shall be borne by the City.
12. **Section 2, Specifications, Responsibilities of the Contractor, Points T-U, Page 11:** Republic should be liable for any damage to property only to the extent damage is caused due to Republic's gross negligence or willful misconduct with an exception to normal wear and tear caused pursuant to the services performed under this Contract.
13. **Section 2, Specifications, Transportation of Waste Material, Point D, Page 13:** City's right to inspect be subject to include advance reasonable written notice and appropriate limitations as to the scope and frequency of the inspection. (Also refer to Section 2, Specifications, Responsibilities of the Contractor, Point F on Page 9 and Section 2, Specifications, Responsibilities of the Contractor, Points I-K on Pages 9-10)
14. **Section 2, Specifications, Seasonality, Page 13:** Any changes to the service levels or costs or any other element of the Contract shall come in effect only after obtaining Republic's written consent. (Also refer to Section 3, Instructions/Terms/Conditions, Point E, Page 17)
15. **Section 3, Instructions/Terms/Conditions, General Instructions for Proposal, Point Q, Page 19:** Republic should have an absolute right of assignment of the Contract. In the alternative, the consent should not be unreasonably withheld, delayed or conditioned by the City and no consent is required for transfers to affiliates and/or in connection with the sale or purchase of a business.
16. **Section 3, Instructions/Terms/Conditions, Insurance, Pages 19-21:** Following changes are required to be made in the insurance section:
  - Delete the words "*per Ordinance 37.12 DOCUMENTS REQUIRED FOR PURCHASE OR CONTRACT, section (C).*" from Point A on Page 19.
  - Delete Point A (2) from Pages 19-20.
  - Replace the words "*Such coverage shall provide for a three-year discovery period*" with the words "*such coverage shall be maintained for a period of three years following expiration of the Contract*" in Point A (3) on Page 20.
  - Delete the words "*including residual liability insurance*" in the third line of Point A (4) on Page 20.
  - Insert the words "*The policy shall be endorsed with the broadened Pollution Liability Form CA 9948 Endorsement*" in the end of Point A (4) on Page 20.
  - Insert the words "*or Contractor's parent corporation*" after the words "*shall name the Contractor*" in first line of Point B on Page 20.
  - Insert the words "*all policies except worker's compensation*" after the words "*as the insured and*" in first line of Point B on Page 20.
  - Replace the words "*accompanied by a commitment from the insurer*" with the words "*endorsed via blanket-form endorsement to provide*" in second line of Point B on Page 20.
  - Replace the words "*reduced without at least*" with the words "*materially changed without*" in third line of Point B on Page 20.
  - Delete the word "*date*" from third line of Point B on Page 20.
  - Replace the word "*reduction*" with the words "*material change*" in third line of Point B on Page 20.

- Insert the words “*via blanket-form endorsement*” after the words “*auto liability*” in second line of Point C on Page 20.
- Insert the word “*prior*” after the words “*MI 49406*” in fourth line of Point C on Page 20.
- Replace the word “*at least*” with the word “*within*” in fifth line of Point B on Page 20.
- Insert the words “*via blanket-form endorsement*” after the words “*endorse the policies*” in ninth line of Point C on Page 20.
- Replace the words “*the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.*” with the words “*insurers rated A-VIII or higher by A.M. Best*” in last three lines of Point E on Page 20.

17. **Section 3, Instructions/Terms/Conditions, Termination, Point A, For Fault, Pages 21-22:** Republic should be given a cure period of at least thirty (30) days to cure Republic’s breach. In the event of Republic’s failure to cure such breach, the Contract can be terminated upon at least thirty (30) days prior written notice by the City. Further, Republic should be allowed to terminate the Contract upon City’s breach after City has the opportunity to cure that breach within a certain number of days. (Also Refer to Section 2, Specifications, Non-Performance / Default, Pages 13-14)
18. **Section 3, Instructions/Terms/Conditions, Termination, Point B, Not For Fault, Page 22:** Republic should also have the similar right to terminate this Contract upon its convenience.
19. **Section 7, Attachment A, Clause 54.11, Fees, Page 35:** Republic shall be paid unconditionally within thirty (30) days from the receipt of an invoice by the residential unit/occupant and Republic shall have the ability to charge interest on late payment in the event such residential unit/occupant does not pay Republic on time and also increase the rates on account of any increase in costs due to change in Laws.
20. **Section 7, Attachment A, Clause 54.99, Penalty, Page 35:** Republic shall not be liable for paying any penalties as specified in this section.
21. **Section 8, Worker’s Compensation Certification, Page 36:** Following changes are required to be made in the insurance section:
  - Delete Section 8 in its entirety and see the attached Evidence of Coverage Certificates.

The following legal issues need to be addressed in the Contract that may be entered into by Republic and City; if Republic is the successful bidder:

22. **Acceptable Waste; Excluded Waste:** The RFP response should include a detailed description of the type of waste Republic will collect and dispose of.  
  
Further, Republic must have a right to reject any Excluded/Hazardous waste provided by any residential or commercial unit.
23. **Title to Waste:** Title to and liability for any hazardous/unacceptable waste must not pass to Republic at any time.
24. **Responsibility for Equipment; Access:** Any equipment Republic furnishes shall remain Republic’s property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Republic’s handling of the equipment). City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. CITY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS REPUBLIC FROM AND AGAINST ALL LOSSES ARISING FROM ANY INJURY OR DEATH TO PERSONS OR LOSS OR DAMAGE TO PROPERTY (INCLUDING THE EQUIPMENT) ARISING OUT OF CITY’S USE, OPERATION OR POSSESSION OF THE EQUIPMENT. City shall provide safe, unobstructed access to the equipment on the scheduled collection day. Republic may charge an additional fee for any additional collection service required by City’s failure to provide access.



## SECTION 1 INTRODUCTION

### **Introduction:**

The City of Douglas is soliciting a Request For Proposal (RFP) for a qualified vendor (Contractor) to respond to provide services related to the collection, hauling, and disposal of domestic solid waste, recyclable materials, yard waste, bulk waste, and hazardous waste.

### **Background:**

The City of Douglas is home to approximately 1300± residents, with forty-nine percent being primary residents and fifty-one percent being non-residents (vacation homes or rentals). The City is located between Saugatuck to the north and Fennville to the south in west Allegan County, Michigan. It is approximately 2.5± sq miles and has approximately 16.0 miles of roads.

Douglas is situated on Michigan's "Art Coast" and is home to a quaint downtown with a variety of retail shops, art galleries, and fine dining restaurants that attract visitors from major metropolitan areas. Being located less than three hours from Detroit and Chicago, Douglas' summer population more than doubles as seasonal residents return to family cottages to enjoy mild summers on the lake and an abundance of outdoor recreation activities such as swimming, boating, hiking, bicycling, forest trails, beaches, and sand dunes.

The City currently provides a weekly curbside collection of domestic solid waste and a four (4) week cycle for recycling. The City also offers yard waste services and an annual bulk clean up week provided and funded by the City with hazardous waste being offered and funded from the Tri-Community Recycling Ad-Hoc Committee.

It is the intent of the City Council that Ordinance 54, Garbage and Refuse, be liberally construed for the purpose of providing sanitary and satisfactory methods of preparation, collection, and disposal of domestic solid waste and materials, as well as the maintenance of public and private property in a clean, orderly, and sanitary conditions, for the health, safety, and welfare of the City, and to provide for a reasonable system of user fees.

### **Notice to Contractor:**

The City officially distributes RFP documents through the Executive Assistant. Copies of proposal documents obtained from any other source are not considered official copies. The City cannot guarantee the accuracy of any information not obtained from the official source and is not responsible for any errors contained by any information received from alternate sources. Only those Contractors who obtain proposal documents from the Executive Assistant are guaranteed access to receive addendum information if such information is issued. If you obtained this document from a different source, it is recommended you contact the Executive Assistant at [douglas@douglasmi.gov](mailto:douglas@douglasmi.gov) and obtain an official copy.

shall be the final arbiter of whether any information contained in the Contractors proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Contractor agrees to defend, indemnify, and hold harmless the City, its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO MICHIGAN LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

- Q. Exclusivity of Contract – Any contract between the Contractor and the City is exclusive and non-assignable, and any attempted assignment, delegation, transfer, or conveyance is void. The selected Contractor will be required to assume responsibility for all services outlined in this bid, whether or not that firm provides them or subcontracts them to another entity. None of the Contractor's duties under the Contractor shall be subcontracted or transferred without prior written consent of the City. Any subcontract or transfer of duties under the contract shall be in writing. The City will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any or all charges resulting from the contract. If any of the work is to be subcontracted, the Contractor awarded the bid must provide a complete description of the work to be subcontracted and a description of the subcontractor's organization and capabilities. The Contractor must list all subcontractors to be used in the proposal. The Contractor is fully responsible for adherence by the subcontractor to all provisions of the contract and its specifications.

**Terms and Conditions for Proposals:**

- A. The Request for Proposal and the selected Contractors response will be incorporated into the final contract as attachments.
- B. The Contractor will obtain at its own expense all necessary permits and licenses required by any and all authorities having jurisdiction over the Contractor's activities.
- C. The awarded Contractor will operate in full compliance with all applicable laws, ordinances, and regulations.

**Insurance:**

- A. Upon award of the contract, Contractor shall maintain at its expense during the entire term of the contract, the following insurance: ~~per Ordinance 37.12 DOCUMENTS REQUIRED FOR PURCHASE OR CONTRACT, section (C).~~

1. **Commercial General Liability Insurance** - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than \$1,000,000 (One Million Dollars) per occurrence combined single limit.

2. ~~Broadened Auto Pollution Liability Form CA 9948: The Contractor shall acquire and maintain Broadened Pollution Liability Form CA 9948 in the amount of~~

Such Coverage shall be maintained for a period of three (3) years following expiration of the contract.

~~\$1,000,000 per occurrence. The City shall be named as additional insured.~~

3. **Site Specific Pollution Liability Coverage:** If the Contractor has a transfer facility, the Contractor shall acquire and maintain Site Specific Pollution Liability Coverage in the amount of \$5M per occurrence, with a \$5M aggregate in claims made form. ~~Such coverage shall provide for a three-year discovery period. The City shall be named as additional insured.~~

4. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law ~~including Residual Liability insurance~~ with minimum bodily injury limits of \$1,000,000 (One Million Dollars) each person and \$1,000,000 (One Million Dollars) each occurrence and minimum property damage limits of \$1,000,000 (One Million Dollars) each occurrence. *THE POLICY SHALL BE ENDORSED WITH THE BROADENED POLLUTION LIABILITY FORM CA 9948 ENDORSEMENT.*

5. **Worker's Compensation** insurance in the amount required by state statute.

- B. All policies shall name the Contractor <sup>OR CONTRACTOR'S PARENT CORPORATION</sup> as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without ~~at least~~ thirty (30) days prior notice <sup>date</sup> to the City; alternately, Contractor may agree to provide notice of such cancellation or reduction <sup>ENDORSED VIA BLANKET FORM ENDORSEMENT TO PROVIDE</sup>. *MATERIAL CHANGE.*

- C. The City of Douglas shall be named as Additional Insured for General Liability and Auto Liability and shall also be listed as a certificate holder. Certificates of Insurance evidencing such coverage shall be submitted to the City of Douglas, Executive Assistants' office at [douglas@douglasmi.gov](mailto:douglas@douglasmi.gov) or at PO Box 757, Douglas, MI 49406 <sup>PRIOR</sup> to commencement of performance under this contract and <sup>WITHIN</sup> at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those agreement documents will be waived by the insurer with respect to claims against the City. *VIA BLANKET-FORM ENDORSEMENT*

- D. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

- E. If, during the term of the contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Contractor's expense, under valid and enforceable policies, issued by ~~the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.~~ *RATED A- VIII or higher By A.M. BEST.*

- F. The provisions requiring the Contractor to carry said insurance shall not be construed

in any manner as waiving or restricting the liability of the Contractor under this contract.

G. The City has the authority to vary from the specified limits as deemed necessary.

If any provision or portion thereof of the contract is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this contract to either party, such provision shall not render unenforceable this entire contract. Rather, the parties intend that the remaining provisions shall be administered as if the contract did not include the invalid provision.

**Indemnification:**

The selected Contractor shall hold and save harmless the City, its officers, agents, volunteers, and employees from liability of any kind in the performance of this contract. Further, the selected Contractor shall indemnify, save harmless, and undertake the defense of the City, its City Council, agents, servants, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Contractor's operation pursuant to this contract and from and against all costs, counsel fees, expenses, and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the Contractor within fourteen (14) days of receipt by the City of any claim, suit, or action against the City arising directly or indirectly from the operations of the Contractor hereunder, for which the City may be entitled to a claim or indemnity against the Contractor, under the provisions of this contract. Contractor shall have the right to control the defense of any such claim, suit, or actions. The Contractor shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Contractor's breach of any of the provisions of the contract. Contractor shall not be responsible for negligent acts of the City or its employees.

**Silence of Specifications:**

The apparent silence of these specifications and any supplemental specifications as to any detail, or the omission from them of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practices are to prevail and only material of the first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications will be made upon the basis of this statement.

**Termination:**

- A. **For Fault:** If the City Manager determines that the Contractor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by the contract, the City Manager may terminate or suspend the contract in whole or in part. Upon written notice to the Contractor specifying the failure of performance, the Contractor shall have fourteen (14) calendar days from receipt of the notice to correct the violations. If the Contractor does not correct the violations during the period provided for in the notice, the contract shall be terminated upon expiration of such time. Upon termination, any payment due to the Contractor at time of termination may be adjusted to cover any additional costs

*SEE ATTACHED EVIDENCE OF COVERAGE CERTIFICATES*



**SECTION 8  
WORKER'S COMPENSATION  
CERTIFICATION**

I hereby certify that effective the date of this contract with the City of Douglas and at all times in the performance of such contract that:

I have and will maintain in full force and effect the Workers Compensation Insurance in compliance with the laws of the State of Michigan, and will provide a Certificate of Insurance to the City upon request, with the following insurance company:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Agent's Name, Address, and Telephone Number

\_\_\_\_\_  
Policy Number and Effective Date

OR

I will perform said contract myself and do not have and will not have any employee or employees assisting me with the performance of the contract and am not required by the Laws of the State of Michigan to obtain and maintain a Worker's Compensation Insurance in the performance of this contract.

I understand that this statement is made as a material part of the contract, which I have, or will execute, with the City of Douglas.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
07/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No.Ext):</b> <b>FAX (A/C No.Ext):</b>	
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<b>E-MAIL ADDRESS:</b> certificateam@ccmsl.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2175342

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Pollution Legal Liability:	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT
				See Page 2 for Details	06/30/2022	06/30/2023	\$45,000,000 Per Pollution Condition: \$45,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

**CERTIFICATE HOLDER**

EVIDENCE OF COVERAGE

United States

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Policy No.: HRS-113  
Initial Release Date: 04/14/2009  
Revision Date: 07/20/2020

***Policies and Procedures Manual ("PPM")***  
***Non-Discrimination and Equal Employment Opportunity Policy***

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*Note: The information in this Manual is the property of Republic Services, Inc. ("Republic") and is to be used in connection with the conduct of the business of Republic and/or its subsidiaries (being collectively referred to in the policies as the "Company" or "Republic"). These policies are not intended to and do not constitute or create contractual terms of employment.*



## **1. Purpose**

The purpose of this section of the Policies and Procedures Manual ("PPM") is to describe Republic Services, Inc.'s and its subsidiaries ("Republic" or the "Company") approved policies and procedures for non-discrimination and equal employment opportunity ("EEO").

## **2. Applicability**

This policy applies to all applicants, employees, contractors, vendors and those doing business with the Company and its affiliates.

## **3. Policy Effective Date**

This policy was originally effective as of April 14, 2009 and was most recently updated on July 20, 2020 and continues to be updated from time to time. Refer to the [Policies and Procedures Manual](#) section of [Inside Republic Services](#) for the most current version of the Company's policies.

## **4. General Policy**

The Company has established this policy to ensure that all applicants and employees are provided equal opportunity without regard to their physical appearance, personal beliefs, veteran status or any other classification protected by law.

It is the policy of the Company to treat all applicants and employees as individuals without regard to their race, color, religion, national or social origin, ethnicity, sex, sexual orientation, gender identity or expression, age, disability, veteran status, relationship or association with a protected veteran (spouses or other family members), genetic testing or any other classification protected by law, even if the law does not prohibit the conduct. This means that the Company will not tolerate discrimination with respect to any employment-related decision or practice, including, but not limited to, advertising, benefits, compensation, hiring, promotion, demotion, transfer, discipline (including probation, suspension and/or termination), availability of Company facilities, performance evaluation, recruitment, social/recreational programs and training.

## **5. Pay Transparency Policy Statement**

Republic will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by Republic, or (c) consistent with Republic's legal duty to furnish information.

## **6. Employee Responsibilities**

All supervisors and managers are responsible for ensuring that all procedures and practices at each Company location are in full compliance with all applicable federal, state and local EEO statutes, rules and regulations, and the provisions of this policy.



All supervisors and managers are responsible for implementing this policy and their performance will be judged, in part, on how they implement this policy. The Company requires all supervisors and managers to attend appropriate training and briefings on the Company's EEO policies and procedures in order to assist in their implementation.

## **7. Recruitment**

Each Company location will maintain contact with recruitment sources approved by Area or Corporate Human Resources specifically selected by such location in order to provide maximum access to a broad base of applicants, including individuals who are members of groups protected by law.

All employment decisions will be based on an individual's qualifications, such as skill, knowledge and/or the ability to perform the position being filled (e.g., education, experience, demonstrated competence, etc.). When appropriate, Government security requirements also must be satisfied.

The Company will ensure that all employment advertising and all employment orders placed with employment agencies clearly indicate the Company's EEO policy with the following statement: EOE including Disability/Protected Veterans. The Company also will ensure that all employment selection procedures are job-related and consistent with all applicable federal, state and local requirements.

## **8. Non-Retaliation Statement**

Failure to comply with this policy will result in disciplinary action, including in certain circumstances, termination of employment. The Company will not take any adverse action against an individual who makes a good faith report of discrimination, or who participates in a review of such conduct. The Company does not permit employees to engage in retaliation. Retaliation means that an employee is subjected to a negative consequence for reporting a concern under this policy or participating in an investigation under this policy. Retaliation is a serious violation of this policy and should be reported immediately to the Division or Area Human Resources Manager; the Area Director, Human Resources; a Corporate Human Resources Manager; the Vice President, Human Resources; or by contacting the confidential AWARE Line either by phone at 1-866-3-AWARE-4 or web report at [AWARELine.RepublicServices.com](http://AWARELine.RepublicServices.com). Any person found to have retaliated against another individual for reporting discrimination, or other concerns related to this policy, will be subject to serious disciplinary action, including, in certain circumstances, termination of employment.

## **9. Policy Contact(s)**

If you have specific questions or concerns relating to this policy, please contact your local Human Resources Manager; your Area Director, Human Resources; the Vice President, Human Resources; or Corporate Human Resources.

## **10. Related Policies and Other Resources**

- [Recruiting & Selection Procedures](#)
- [The Americans with Disabilities Act](#)
- [Anti-Harassment Policy](#)
- [Code of Business Ethics and Conduct](#)
- [Speak Up Poster](#)

# ONLY place these items in the recycling container



**Flattened  
Cardboard**



**Paper**



**Metal  
Cans**



**Plastic Bottles  
& Jugs**



**Glass**



## How to prepare your recyclables

### **Empty. Clean. Dry.™**

Keep all recyclables free  
of food and liquid



### **Don't bag it**

Never put recyclables  
in containers or bags



## **NEVER place these items in the recycling container**

**Plastic Bags  
& Wrappers**

**Clothing  
& Shoes**

**Tools  
Food**

**Electronics  
& Batteries**

**Medical Waste  
Yard Waste**

**Soiled Paper  
Styrofoam**

**Greasy  
Pizza Boxes**

**Toys**

**Construction  
Waste**

**Diapers  
Scrap Metal**

Learn more at  
[RecyclingSimplified.com](http://RecyclingSimplified.com)

Recycling *Simplified*



We'll handle it from here.™

# City of Douglas RFP 2022

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Solicitation Number: RFP2022



**REPUBLIC**  
SERVICES

Sustainability in Action



## Company Overview

**Republic Services is one of the country's leading providers of municipal recycling and waste services, serving more than 2,400 communities, with millions of customers across North America.**

### Local Presence

For 35 years, Republic Services has partnered with municipalities, residents, and businesses in Western Michigan to provide [solid waste, recycling, yard waste, and bulky item collection services.

We place great importance on our human capital and recognize that our employees are our most important asset. Republic Services endeavors to provide the very best working conditions, including a safe environment, competitive pay and benefits, and many opportunities for professional growth. In fact, 40% of our supervisors and managers began their careers at Republic

**Republic Services invests in our communities by continuing to provide customers with safe, customer service-focused solutions**

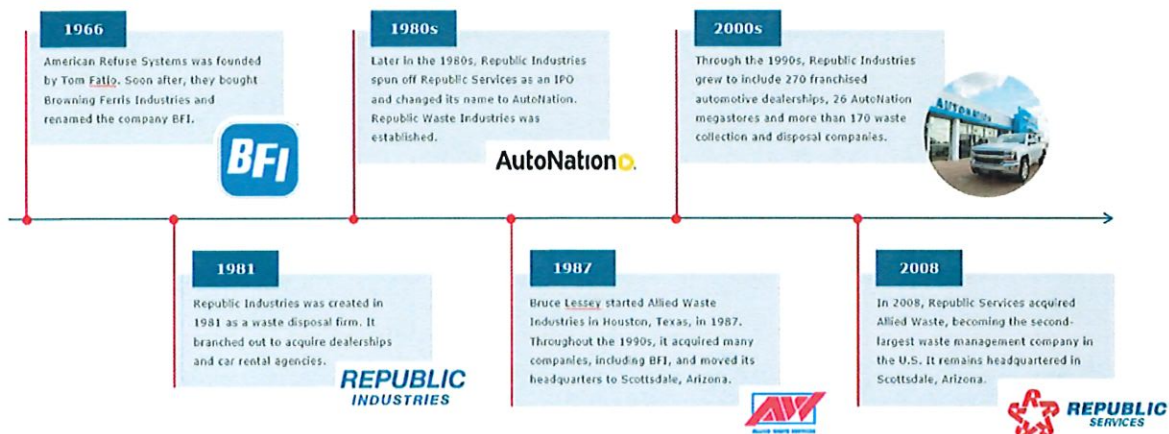
- Municipalities that partner with Republic Services choose to renew or extend their contracts about 90% of the time; overall, we have 95% customer retention
- Our 16,000 drivers execute 5M pickups/day
- As a corporate partner, we sponsor and are present in the communities we serve
- Republic Services deploys 70 trucks daily from its local collection operations

Services as drivers, landfill operators or technicians.

### Our Company

Republic Services is an industry leader in the environmental services space with revenues more than \$11 billion and more than 35,000 dedicated employees. Our lineage, which includes three of the industries most recognized brands, which combined in 2008. All our legacy brands

*Figure 1. Company History. Today's Republic Services is the product of three former industry leaders.*



operate today as a part of the Republic Services family.

Republic Services' collection companies, transfer stations, recycling centers and landfills focus on providing effortless solutions for our millions of commercial, industrial, and residential customers. Republic Services responsibly operates 356 collection operations, 239 transfer stations, 198 active solid waste landfills and 71 recycling centers across North America. We also have 77 landfill gas and renewable energy projects and are adding new facilities every year. In our Environmental Services vertical, we have 6 treatment, recovery and disposal facilities as well as 9 saltwater disposal wells.

With more than 16,000 vehicles, Republic Services deploys the 5th largest vocational fleet in the U.S. We have 900 locations nationwide and process more than 5M tons of recyclables annually.

## Vision

Republic Services' vision is: Partnering with customers to create a more sustainable world. We do this by providing our customers with simple solutions, reliability and environmental responsibility, wrapped with a level of service unmatched anywhere else in our industry.

## Values

*Figure 10. **Environmental Responsibility.** We believe there will always be more we can do to enhance our sustainability efforts, and, in the process, strengthen our business.*



We believe that empowered and engaged employees are the greatest indicator of our success. We are guided by the principles we have adopted as our core values. These include:

**Safe** – We protect the livelihoods of our colleagues and communities.

**Committed to Serve** – We go above and beyond to exceed our customers' expectations.

**Environmentally Responsible** – We take action to improve our environment.

**Driven** – We deliver results in the right way.

**Human-centered** – We respect the dignity and unique potential of every person.

## Our Promise

**Sustainability in Action™**, our promise, Republic Services proactively executes essential aspects of our customer's environmental responsibilities so they can always make a positive impact on people and planet.

## Sustainability

At Republic Services, we are dedicated environmental stewards entrusted to properly handle materials every day by driving increased recycling, generating renewable energy, and helping our customers be more resourceful. Republic Services leads by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovative landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

Sustainability contributes to a cleaner world, while also providing opportunities to increase customer loyalty, grow our business, motivate our employees and

differentiate Republic Services from our competitors.

## People

Our people are the center of our success. Attracting, developing and engaging the best talent is critical to our success. Whether it's through our dedication to safety, robust learning and talent development programs or expanding our diversity and inclusion initiative, Mosaic, we are committed to making Republic Services an employer of choice where the best and brightest come to work.

## Leadership

Republic Services' operations are expansive in scope and network but local in operations and service. The dynamics and opportunities differ in each of our markets.

Our national presence allows us to identify and incorporate best practices that drive greater overall operating efficiency across the company while maintaining day-to-day operating decisions at the local level, closest to the customer. We manage our operations through 12 geographic operating areas, consisting of multiple divisions that each provide recycling and waste collection, transportation and disposal services.

Your municipal contract will be executed locally, by our seasoned team located at our Jenison, MI hauling Company. This team is fully empowered within our company structure to deliver on our promise to be your preferred recycling and waste provider. This local team has the backing and support of corporate staff.

## Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

## Ownership beyond five percent

The following figure shows information as of April 2022 with respect to the ownership of

common stock by each shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock:

Figure 3. Ownership beyond five percent.

Name of Owner	Percent Owned
Cascade Investment, LLC	34.8%
BlackRock, Inc.	6.5%
The Vanguard Group, Inc.	5.6%

## Credit Rating

Republic Services, Inc. has an "investment-grade" rating.

## Associations

Republic Services is a member of the following associations and organizations, among others. Our employees are actively engaged in these organizations and, in many cases, serve on the board of directors and/or are elected officers.

- National Waste & Recycling Association (NWRA)
- Solid Waste Association of North America (SWANA)
- Environmental Research and Education Foundation (EREF)
- United States Green Building Council (USGBC)
- Public Affairs Council
- U.S. Conference of Mayors, Solid Waste Advisory Council
- National League of Cities (NLC)
- International City Managers Association (ICMA)



### Republic Services is your low-risk, best value partner

- Reliable – 99.9% pickup rate
- Environmental Responsibility – approximately 21% of the fleet operates on natural gas
- Safer – 38% fewer incidents than industry average
- Simple solutions – manage your account with the Republic Services app
- Named to the Dow Jones Sustainability North America Index
- Named to Barron's 100 Most Sustainable Companies
- US-based, national Customer Resource Centers

**service, proven commitment, real sustainability and relentless optimism.**

### Best Value

The Republic Services team is passionate about our role as responsible stewards of our planet. We believe in a cleaner, safer and healthier world where people thrive – not just for today, but for generations to come.

### A Commitment to Excellence

## Executive Summary

**An overwhelming majority of municipalities extend their current contracts with Republic Services because of our partnerships and local expertise offering proactive**

We know that by offering differentiated products, services and experiences designed to meet our customers' wants and needs, we drive customer loyalty and increase willingness to pay. We continue to invest in and enhance our customer-facing technology. We also use our RISE platform for our dispatch operations. This technology equips our dispatchers with real-time routing information and enhanced data visualization tools. This platform has significantly increased connectivity with our customers – which also further empowers our employees, improves productivity and transforms our overall operations.

We know our customers care about recycling, and they have demonstrated a willingness to pay for it. We continue to make progress working with our municipal partners in transforming recycling into a more durable, economically sustainable business model. Recycling is essential to our sustainability platform, and we continue to invest in the business for the long term.

**Sustainability in Action™** is our promise that lets customers know they can always

rely on us to handle their recycling and waste needs in a responsible way.

There is an energy of excellence at Republic Services, and it is surging through everything we do.

We begin by actively listening to our customers. We mine these conversations for insights into customer wants and needs. Those insights lead to innovation. Our innovation brings about simple solutions for our customers. We configure products and services to the individual customer at the right price.

*Figure 4. **Your Low-Risk, Best Value Partner.** Republic Services is proud to lead the industry in many key factors that make us your preferred partner for municipal recycling and waste services.*

Strengths of our Company	Benefits to Municipality
99.9% On-time reliability rate	Happy community; fewer calls to city hall
38% safer than industry average	Fewer incidents; safer community streets for children at play
Simple solutions for your community waste and recycling needs	Easy access to solutions for the growing number of waste streams
Recognized on Dow Jones Sustainability Index for North America	Peace of mind that you have a global leader in sustainable initiatives as your partner
Most advanced, integrated Customer Resource Centers in the industry	Longer customer service hours, with hundreds of trained agents networked together nationwide
Web- and smartphone-based app for easy access by community residents to relevant information	Stronger communications, and ease of alert and news dissemination
Robust community education and outreach	Communities educated on recycling produce less contamination and greater diversion

Our strategy for growth is articulated through four main themes:

#### **Proactive Service**

We know reliability is important to you. We offer predictable and dependable services, first-call resolution and a single point of contact.

#### **Proven Commitment**

Our reputation is built on our experience and credibility translated into action. We're devoted to our customers and providing you the dependable service you deserve.

#### **Real Sustainability**

Republic Services is recognized by third-party organizations for sustainability. We have the expertise to ensure your waste disposal is responsible and sustainable.

#### **Relentless Optimism**

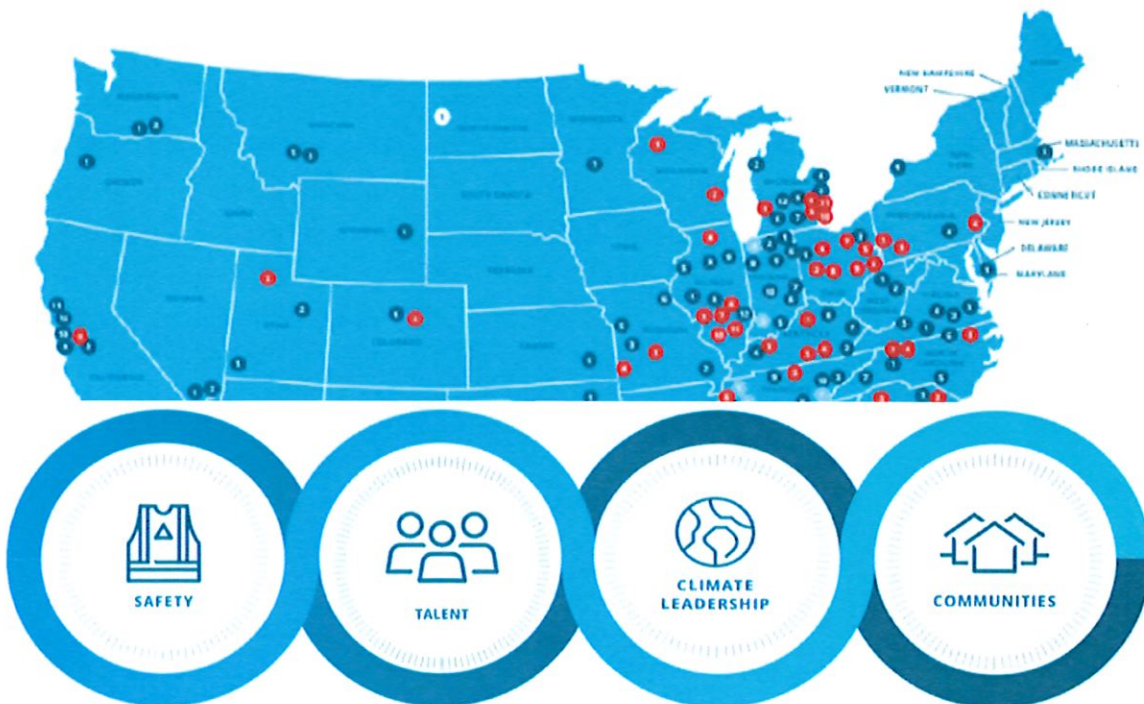
Your community is a vital part of our economy. Our extensive network and resources allow us to say yes to varying municipal needs with customized solutions.

We strive to make our process an effortless and enjoyable experience for customers. We enable customers to interact with us on their terms: online, in-person or by phone.

From operations to talent to technology, we are focused on not just meeting the needs of our millions of customers but exceeding them.

Low-cost providers in the industry sacrifice one or more of these elements, translating to risk to your municipality. Republic Services is your best-value partner, through

*Figure 5. Local team with a national network. Republic Services has more than 198 active landfills across North America.*



our proven and demonstrated balance of these factors, while serving more than 2,400 communities today.

## Local Leadership with National Support

Our local team is vital to the continued successful delivery of this contract and its daily operations. This team's unique combination of experience ensures quality service for the duration of the contract. Our local and area management teams have extensive industry experience operating and managing solid waste companies and have longevity in the region. Because of this, we are proactive in anticipating customers' needs and adjusting to changes in the markets. We also seek to implement the best practices of our various business units throughout our operations to continue improving our operations and service to our customers.

While our local business operation is fully empowered and accountable for delivering on our commitments, they are also backed by the support and breadth of our area and

corporate leadership teams, capable of amassing expertise and support to assist or respond to any challenge. An example of this benefit to you is the response capabilities during times of crisis, such as COVID-19 and natural disasters. In times of challenges like this, our area and corporate teams activate to ensure our people are safe and our assets are operational, so we can return to normal operations quickly. This is a considerable benefit and risk mitigation to City of Douglas that many other providers in the industry are unable to stand behind.

## Sustainability

The breadth and scope of our sustainability platform is earning noteworthy recognition. From products that create solutions for our customers to an industry-leading safety program, and a fleet that reduces its carbon impact to landfills that generate renewable energy, we are **Sustainability in Action™**. Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business,

Figure 7. **Recognition supports our approach.** Engaged employees and leadership make Republic Services an employer of choice.



motivate our employees and differentiate Republic Services from our competitors.

We are guardians of our environment and have a big responsibility to it.

We lead by example, working diligently to by decreasing our vehicle emissions, creating innovative landfill technologies, generating and using renewable energy, and cultivating community engagement and employee growth opportunities. We are privileged to serve millions of customers across North America. Republic Services' multifaceted sustainability platform revolves around four elements: Safety, Talent, Climate Leadership and Communities. These elements are around which we've built our 2030 Sustainability Goals.

## Safety

We prioritize safety above all else. When people feel safe, they can fully participate every day in the opportunities that are available to them.

Republic Services has a consistently low occurrence of incidents and accidents and is known for our strict focus on safety and corresponding best in industry, multi-faceted, and well-organized safety program. Republic Services' has a 38% lower than the average industry incident rate based on OSHA recordable data.

*Figure 8. An industry leading safety program that has been 39% better than the industry average.*

Employees, the public, and rate payers all benefit from Republic Services' dedication to safety. We have been, and will continue to strive to be, the safest waste services company in America.

## Talent

Engaged employees are the greatest indicator of our success. We provide ongoing job training, growth and development opportunities for our employees at every

level. We are invested in them and continue to look for meaningful ways to demonstrate our appreciation for the hard work and dedication they show every day. Our active inclusion and diversity efforts work to ensure everyone can bring their best selves to work each day.

Republic Services' local offices are staffed with a committed team of nearly 150 professionals who take personal responsibility for serving customers with care. Republic Services is also an industry leader providing the strength of our national network, decades of experience, diversified capabilities and expertise serving clients of all sizes — including, proudly, City of Douglas.

## Climate Leadership

In 2017, Republic Services announced its Sustainability Platform and from it our 2030 Sustainability Goals were born. These ambitious goals help us strive to do best by our environment, keep us accountable to responsible disposal and help us benchmark our successes.

## Communities

We are dedicated to being a good neighbor in the communities in which we live and work. This includes investing back into our communities through customer engagement, philanthropic giving, volunteerism, environmentally responsible infrastructure, and operating in our markets at the highest standards.

Republic Services' community engagement plan is based on the needs of the community-based organizations and civic and business entities of City of Douglas. Republic Services has a track record of giving to and spending in City of Douglas.

## Collection – Residential

**When it comes to handling your waste needs, Republic Services knows how important safe and dependable curbside pickup is to you. We work to exceed your expectations with**

Figure 9. Our 2030 Sustainability Goals

# Our 2030 Sustainability Goals



### Safety Amplified ›

**0** Zero employee fatalities

### Incident Reduction ›

**<2.0** Reduce our OSHA Total Recordable Incident Rate (TRIR) to 2.0 or less by 2030



### Engaged Workforce ›

**88%**

Achieve and maintain employee engagement scores at or above 88% by 2030



### Charitable Giving ›

**20M**

Positively impact 20 million people by 2030



### Science Based Target ›

**35%**

Reduce absolute Scope 1 and 2 greenhouse gas emissions 35% by 2030 (2017 baseline year)

• APPROVED BY SBTi<sup>1</sup> •

### Circular Economy ›

**40%**

Increase recovery and circularity of key materials by 40% on a combined basis by 2030 (2017 baseline year)

### Renewable Energy ›

**50%**

Increase beneficial reuse of biogas by 50% by 2030 (2017 baseline year)

<sup>1</sup> SBTi is a collaboration between CDP, the United Nations Global Compact (UNGC), World Resources Institute (WRI) and the World Wide Fund for Nature (WWF)

**quality carts and dumpsters and outstanding customer service.**

### Residential MSW Collection

We intend to service all single-family carts using an automated side loader (ASL) truck. The ASL is proven to retrieve and return carts in even the most hard-to-reach locations such as narrow streets, courts and alleyways, enabling the industry's most efficient, safe and environmentally responsible curbside automated collection services.

Each collection vehicle is operated by a single driver and will be painted in a uniform

***The largest provider of municipal residential collection services in the US***

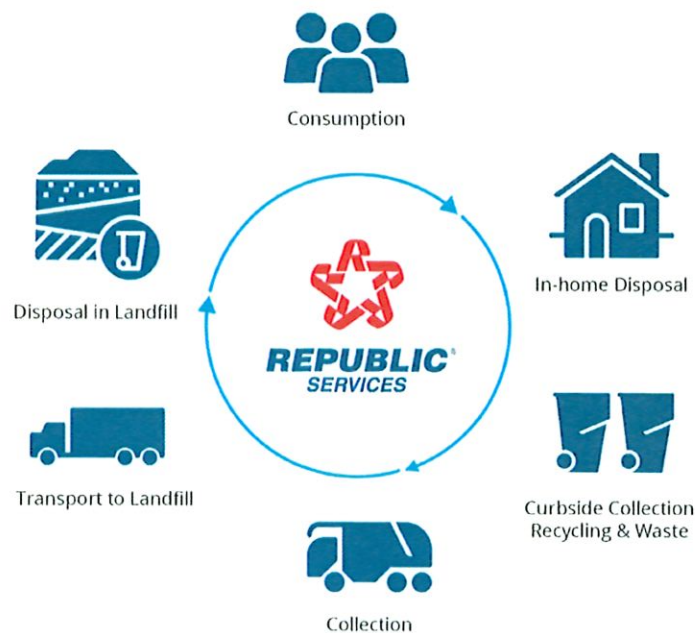
- 5 million pickups each day
- 99.9% on-time pickup
- Comprehensive collection services, including solid waste, recycling, yard waste, and bulk

manner, featuring our logo and company contact information.

We propose to use blue carts with black lids for residential trash collection.

Residents will be offered the option of choosing a 96-gallon cart or 64 gallon cart. If a customer needs more than one

*Figure 10. Residential Collection process. Our residential collection service is simple, reliable, and environmentally responsible.*





collection cart, we will provide an additional cart for a fee to accommodate the customer's needs.

The ASL cart collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing the cycle (pick up cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop.

### Residential Recycle Collection

We will offer all single-family customers every other week, fully automated single-stream recycling collection services. Recycling carts will be serviced with the same equipment and manner as residential solid waste carts.

All single-family customers will be issued a blue cart with a light blue lid 95/96 or 64 gallons wheeled recycle cart.

### Residential Yard Waste Collection

We will offer all residential customers weekly, automated collection of accepted yard waste materials. Yard waste carts will be serviced with the same equipment and manner as residential solid waste and recycling carts.

All single-family customers will be issued a 95/96-gallon wheeled organics blue cart with a brown lid.

### Bulk Waste Collection

White goods, with chlorofluorocarbons (CFCs) removed, and bulk items will be serviced weekly. A clam shell or boom type of truck will service these items.

### Service Days

The following table reflects the service schedules for residential MSW, recycle, yard waste and bulk items collection.

### Holiday Schedules

*Figure 11. Automated Side Load Collection. Provides a cleaner, safer, more efficient residential collection.*



Republic Services will be closed on Thanksgiving and Christmas. If your service day falls on one of these days, we will service you on your next scheduled service day.

### Residential Carts

## Financials and Other Requested Information

**Republic Services is among the leading recycling and waste services companies in the United States, with the financial strength and stability to exceed City of Douglas's**

10/6/22

City of Douglas  
86 W Center St.  
Douglas, MI 49406

Arrowwaste, Inc. would like to thank The City of Douglas for the opportunity to bid on Refuse Collection and Disposal Services. Arrowwaste is a local, family owned company offering a full range of trash removal and recycling services since 2000. We take great pride in our customer focused attitude while providing safe, professional, and timely services. Arrowwaste has been providing a full range of refuse removal and recycling for Industrial, Commercial, and Residential customers for the last 22 years. Our service area includes the counties of Ottawa, Kent, Muskegon, and Allegan.

**Request for Proposal: Requirements**

- 1) Included in this bid is Section 5 Rate Schedule Worksheet. The bid price is inclusive of all fees, charges, and surcharges. Garbage & Recycle containers cannot weigh more than 80 lbs and bulk items can not weigh more than 120 lbs for pickup.
  - a. The cost proposed is for single-family & two-family households per month. Multi-family condos and city buildings pricing as described in 2yd – 8yd pricing
  - b. The cost for 96gal cart serviced bi-weekly pricing is proposed, weekly recycling is unavailable.
  - c. The cost for Yard Waste is proposed for 96gal cart 1xweek service April 1 – November 30<sup>th</sup>.
  - d. The cost for curbside collection of bulk waste is proposed for per piece per pickup requested by the resident.
  - e. Arrowwaste does not collect hazardous waste and does not bid on that collection.
  - f. Additional cost for additional containers are proposed on rate worksheet.
- 2) Explanation of how the Contractor would fulfill the requirements.
  - a. Arrowwaste would use a one-man automated side load trucks for collection of Solid Waste. Currently we have a fleet of more than 50 automated side load trucks.
  - b. Arrowwaste would use a one-man automated side load trucks for collection of recycling. Currently we have a fleet of more than 50 automated side load trucks.
  - c. Arrowwaste would use a one-man automated side load trucks for collection of Yard Waste. Currently we have a fleet of more than 50 automated side load trucks.
  - d. Arrowwaste would use a one-man Rear Load truck to collect bulk items. Currently we have a fleet of more than 10 Rear Load trucks.

- e. Arrowaste does not collect Hazardous Waste.
- f. Arrowaste has a team of 8 dedicated CSR reps answering phone calls every day. Any complaints would be handled by the answering rep and resolved in that call. If a run back was required we would schedule that run back the next day.
- g. Arrowaste has been able to deal with all emergency situations we have encountered. On occasion we have delayed a pickup day due to extreme winter weather. In this occasion we make an effort to reach our customers thru some but not all of the following; social media postings, emails, robocalls, automated messages.

3) Previous Experience

- a. Holland Township, we have a trash & recycle cleanup for all township residents 5 times a year. Holland Township has about 38,000 residents. We have been providing this annually cleanup since 2005. Terry Neinhuis (616) 396-2345 [terryn@hct.holland.mi.us](mailto:terryn@hct.holland.mi.us)
  - b. Park Township, we have a trash & recycle cleanup for all township residents 3 times a year. Park Township has about 18,000 residents. We have been providing this annually cleanup since 2005. Howard Fink (616) 738-4229 [hfink@parktownship.org](mailto:hfink@parktownship.org)
  - c. Olive Township, we facilitate a Spring trash and recycle cleanup once a year for all township residents. Olive Township has about 5,000 residents. Todd Wolters (616) 786-9996
  - d. Arrowaste also services well over 60,000 subscription residential customers in the West Michigan area for Trash, Recycle, and Yard Waste services.
- 4) Arrowaste has grown from a 1 truck operation into an 85 truck operation because of the high quality, reliable service we provide to our customers. We have been a trusted local hauler since 2000 in this area. We have 8 CSR reps, in our office in Jenison, answering all calls live and answering all questions and solving all problems on the first phone call.
- 5) Contact Person: Russ Boersma, PO Box 828 Jenison, MI. 616-726-2972 or [rboersma@arrowaste.com](mailto:rboersma@arrowaste.com)
- 6) Terms unable to meet. Arrowaste is not licensed to haul Hazardous Waste. Arrowaste does not own a Material Recovery Facility so we can not provide (2) inbound material recycle sampling audit. We can provide some feedback from our driver and the recycle center.
- 7) Facilities that could be used
- a. Autumn Hills Landfill
  - b. Westshore Waste and Recycling
  - c. Kent Count Recycle and Education Center
  - d. IB Compost
  - e. Ottawa County Farms Landfill
- 8) All the above sites are permitted by EGLE and can be verified on their website, <https://www.michigan.gov/egle/about/organization/materials-management/solid-waste/solid-waste-disposal-areas>
- 9) There is not pending litigation against Arrowaste or its offices, principal members, shareholders, or investors, or and parent, subsidiary or affiliated entities or other

interested parties other than minor personal injury suits involving claims under \$250,000.

- 10) There are no conflicts of interest with the City of Douglas
- 11) Arrowaste has been providing trash, recycle, and yard waste services to West Michigan for the last 22 years. We have grown from a 1 truck operation to a highly reputable 85 truck operation because of our customer focused service on the street and on the phone. We are more than capable to service The City of Douglas with high quality and reliable service for many years.
- 12) If there are senior citizens or individuals with disabilities, as determined by the City Manager, Arrowaste is willing to offer assistance in getting the cart to the road or returning the cart to the home. This service would require a route that can offer walk up services and would cost the resident an additional \$19.00/month. For residents that are moving out or moving in Arrowaste can take up to 3 bags extra along side the container. If a resident has more than that a requested bulk item pickup can be scheduled and charged at the then current bulk item rates.
- 13) Arrowaste does not provide medical waste services.
- 14) Included in this bid packet is a Kent County Recycle guide that specifies what material we can take and recycle
- 15) All material that is placed inside the recycle cart that is emptied into our truck is taken to the recycle center. At the recycle center contamination would be removed. If the driver sees the cart is full of non recyclable materials he will not dump it and call it in to the office. The customer would be contacted about the issue.
- 16) We would need at least 90days to order the necessary carts and arrange for them to be delivered.
- 17) If terminated to would send a letter to the residents with an end date of the agreement and when the carts would be collected. Billing would only go thru to the end date.

### **Fuel Adjustment**

The prices quoted are based on fuel price per gallon under \$5.00 per gallon. If the price per gallon is between \$5.00 and \$5.20 per gallon we will add \$0.20 per month to each bill. If the price per gallon is between \$5.21 and \$5.40 we will add \$0.40 per month to each bill. As the price of diesel rises in \$0.20 increments, the adjustment will also rise in \$0.20 increments. We will determine the price per gallon from the Midwest average of diesel fuel reported the week before we bill by the Energy Information Administration of the U.S. Department of Energy ("EIA/DOE") in its Weekly Retail On-Highway Diesel Prices Index. If a fuel adjustment is added there will be a separate line item on each bill saying "Fuel Adjustment."



## SECTION 4 REQUIREMENTS

### **TO BE COMPLETED AND SUBMITTED (Per Section 3)**

This Request for Proposal (RFP) is to solicit proposals from qualified companies to compete for the awarding of a contract with the City for the preparation, collection, and disposal of domestic solid waste, recyclable materials, yard waste, bulk waste, and hazardous waste.

Contractors are required to submit written proposals that present the requirements listed herein. The response to the proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the requirements listed herein. Emphasis should be placed on completeness and clarity of content.

### **CONTRACTORS QUALIFICATION STATEMENT:**

Company: Arrowaste, Inc

Submitted By: Russ Boersma

With principal office at: 1296 Chicago Dr, Jenison, MI 49428

The completion and submission of this RFP reflects accurate and truthful statements of the signatory. (Attach additional pages if necessary)

### **Request for Proposal: Requirements:**

The proposal should include the following to coincide with this RFP:

- 1) A completed bid summary with costs for each service contained in this RFP. Proposed rates must be inclusive of all fees, charges, and surcharges. The frequency of pick-up and limit as to the number of containers and/or the weight to which the resident can use to dispose of items to be collect should be identified as well.
  - a) Cost for curbside collection of domestic solid waste should be proposed for weekly service. Cost should be proposed as a fixed price per single-family & two-family household per month, residential multiple-family condominium by container size, and City facility by container size.
  - b) Cost for curbside collection of recyclables should be proposed for weekly and bi-weekly service. Proposed cost for weekly and bi-weekly service should be a fixed price per single-family & two-family household per month, residential multiple-family condominium by container size, and City facility by container size.
  - c) Cost for curbside collection of yard waste should be proposed for frequency of service based on the Contractor's recommendation. Proposed cost for service should be a fixed price per household per month.
  - d) Cost for curbside collection of bulk waste should be proposed for frequency of service

based on the Contractor's recommendation. Proposed cost for service should be a fixed price per household per month.

- e) Cost for an annual collection of hazardous waste.
  - f) Standardized rate for an additional trash & recycling container.
- 2) Explanation of how the Contractor would fulfill the requirements of the contract scope, to include:
- a) Describe the methodology used to collect domestic solid waste (e.g., equipment list, automated, semi-automated, one or two person crews, etc.).
  - b) Describe the methodology used to collect curbside recycling (e.g., equipment list, automated, semi-automated, one or two person crews, etc.).
  - c) Describe the methodology used to collect yard waste (e.g., equipment list, automated, semi-automated, one or two person crews, etc.).
  - d) Describe the methodology used to collect bulk items (e.g., equipment list, automated, semi-automated, one or two person crews, etc.), as well as the recommended frequency of bulk item collection.
  - e) Describe the methodology use to collect hazardous waste items (e.g., equipment list, automated, semi-automated, one or two person crews, etc.) and location.
  - f) Describe how customer complaints are handled.
  - g) Describe the plan that the Contractor will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, natural disaster, or public health emergency which may require a deviation from the normal operating procedures. The emergency plan should address customer notification procedures and include emergency contact information.
- 3) A statement of the Contractor's previous experience. Include a minimum of three references from organizations or municipal governments for which you have performed similar work to that required herein. For each reference describe the work provided, the date of the beginning of the contract, the length of the contract, and a contact person (with telephone number and e-mail).
- 4) An explanation on how Contractor ensures high quality and prompt customer service. May include manual or training material, as well as references.
- 5) Identification of the person responsible for drafting the bid and a contact person to whom inquiries should be directed, with an address, telephone number, and email.
- 6) Specify on a separate sheet of paper any exceptions: terms, conditions, or specifications that the Contractor is unwilling or unable to meet.
- 7) A list of all disposal sites to be utilized under this proposal for disposal and processing of domestic solid waste, recyclable, yard waste, bulk waste, and hazardous waste, including but not limited to sanitary landfill facilities, transfer stations, material recover facilities, and composting facilities.
- 8) A copy of disposal site permits and licenses.

- 9) Statement that there is or is not pending litigation against the Proposing entity or its officers, principal members, shareholders, or investors, or any parent, subsidiary or affiliated entities or other interested parties other than minor personal injury suits involving claims under \$250,000? If so, explain.
- 10) If there are potential conflicts of interest, such as a relationship with a City of Douglas official or employee, or an immediate family member with the City of Douglas, the Contractor must identify and declare clearly to avoid any future conflicts with the City.
- 11) You may, if you desire, provide a 500 word narrative that would include anything you feel might assist the City of Douglas in evaluating your proposal. Attach additional sheets if necessary.
- 12) To distinguish their level of customer service, some firms will offer services like special assistance for senior citizens or those with disabilities who may have a challenge taking their refuse to the curb and returning the containers to their home. Contractors should specify if they plan to offer such a program and what, if any, special cost there may be for such a service. Similarly, when a resident moves in or out of a residential unit, extra refuse is often generated. Contractors should indicate if they offer collection of larger than usual loads in these circumstances.
- 13) Specify any medical waste services you may offer.
- 14) Provide recycling specifications for the types of material accepted (i.e. Styrofoam, colored glass, etc.) and what is not, including plastic recycling symbology.
- 15) What average percent of recyclable material is considered contaminated and does not make it to the recycling center?
- 16) If awarded, how long will it take to initiate each service?
- 17) In the rare event of termination of contract, how will you notify residents and manage final billing?

**THIS SECTION MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.**



## SECTION 5 RATE SCHEDULE WORKSHEET

**TO BE COMPLETED AND SUBMITTED (Per Section 3)**

Unit	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
<b>Trash</b>					
Smaller Cart, Cost/Household/Month, Weekly Pickup	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26
Standard 96 Gallon Cart, Cost/Household/Month, Weekly Pickup	\$19.00	\$19.57	\$20.16	\$20.76	\$21.38
Additional Cart, Cost/Household/Month, Weekly Pickup	\$10.00	\$10.30	\$10.61	\$10.93	\$11.26
2 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$69.00	\$71.07	\$73.20	\$75.40	\$77.66
2 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$48.00	\$49.44	\$50.92	\$52.45	\$54.02
2 YD Dumpster, Cost/Facility/Month, Monthly Pickup	N/A	N/A	N/A	N/A	N/A
2 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$38.00	\$39.14	\$40.31	\$41.52	\$42.77
4 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$84.00	\$86.52	\$89.12	\$91.79	\$94.54
4 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$56.00	\$57.68	\$59.41	\$61.19	\$63.03
4 YD Dumpster, Cost/Facility/Month, Monthly Pickup	N/A	N/A	N/A	N/A	N/A
4 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$44.00	\$45.32	\$46.68	\$48.08	\$49.52
6 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$110.00	\$113.20	\$116.70	\$120.20	\$123.81
6 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$76.00	\$78.28	\$80.63	\$83.05	\$85.85
6 YD Dumpster, Cost/Facility/Month, Monthly Pickup	N/A	N/A	N/A	N/A	N/A
6 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$61.00	\$62.83	\$64.71	\$66.66	\$68.66
8 YD Dumpster, Cost/Facility/Month, Weekly Pickup	\$156.00	\$160.68	\$165.50	\$170.47	\$175.58
8 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	\$103.00	\$106.09	\$109.27	\$112.55	\$115.93
8 YD Dumpster, Cost/Facility/Month, Monthly Pickup	N/A	N/A	N/A	N/A	N/A
8 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	\$90.00	\$92.70	\$95.48	\$98.35	\$101.30
Other (optional)					

Unit	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
<b>Recycling</b>					
Standard Cart, Cost/Household/Month, Weekly Pickup	N/A	N/A	N/A	N/A	N/A
Standard Cart, Cost/Household/Month, Bi-Weekly Pickup	\$7.25	\$7.47	\$7.69	\$7.92	\$8.16
Additional Cart, Cost/Household/Month, Weekly Pickup	N/A	N/A	N/A	N/A	N/A
Additional Cart, Cost/Household/Month, Bi-Weekly Pickup	\$5.00	\$5.15	\$5.30	\$5.46	\$5.63
2 YD Container Cost/Facility/Month, Weekly Pickup	N/A	N/A	N/A	N/A	N/A
2 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	N/A	N/A	N/A	N/A	N/A
2 YD Container, Cost/Facility/Month, Monthly Pickup	N/A	N/A	N/A	N/A	N/A
2 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	N/A	N/A	N/A	N/A	N/A
4 YD Container, Cost/Facility/Month, Weekly Pickup	N/A	N/A	N/A	N/A	N/A
4 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	N/A	N/A	N/A	N/A	N/A
4 YD Container, Cost/Facility/Month, Monthly Pickup	N/A	N/A	N/A	N/A	N/A
4 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	N/A	N/A	N/A	N/A	N/A
6 YD Container, Cost/Facility/Month, Weekly Pickup	N/A	N/A	N/A	N/A	N/A
6 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup	N/A	N/A	N/A	N/A	N/A
6 YD Container, Cost/Facility/Month, Monthly Pickup	N/A	N/A	N/A	N/A	N/A
6 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	N/A	N/A	N/A	N/A	N/A
8 YD Container, Cost/Facility/Month, Weekly Pickup	N/A	N/A	N/A	N/A	N/A
8 YD Container, Cost/Facility/Month, Bi-Weekly Pickup	N/A	N/A	N/A	N/A	N/A
8 YD Container, Cost/Facility/Month, Monthly Pickup	N/A	N/A	N/A	N/A	N/A
8 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up	N/A	N/A	N/A	N/A	N/A
Other (optional)					

Unit	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
Yard Waste					
Cost/Household/Month, Proposed Frequency 96gal Cart 1xWeek April - November	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26
Other (optional)					
Bulk Items					
Cost/Household/Month, Proposed Frequency					
Other (optional)	\$30.00 per Bulk Item, Billed to resident				
Hazardous Waste					
Cost/Household/Year, Proposed Frequency	N/A	N/A	N/A	N/A	N/A
Other (optional)					

**THIS SECTION MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.**



## SECTION 6 ATTACHMENT A – PROPOSAL FORM

### **TO BE COMPLETED AND SUBMITTED (Per Section 3)**

Having carefully examined the specifications and any other applicable information, the Contractor proposes to furnish all items necessary for, and reasonably incidental to the proper completion of this bid. This proposal is true and accurate to the best knowledge of the Contractor. It is understood that a proposal may be rejected by the City if the information it contains is found to be false or inaccurate. The Contractor certifies that as of the date of this bid, the Contractor is not in arrears to the City of Douglas for debt or contract.

The Contractor submits this bid and agrees to meet or exceed all of the City's requirements and specifications unless otherwise indicated in writing and attached hereto.

The Contractor understands and agrees, if selected, to enter into a contract with the City and to provide proof of any required insurance and bonds. The Contractor shall comply with all applicable federal, state, local and ordinances, codes, laws, rules, and regulations and obtain any required permits for this work.

The Contractor understands that it is the intent of the City of Douglas to enter into a contract with the Contractor whose proposal is the most conforming of this solicitation and will be most advantageous to the City of Douglas, provided it has been submitted in completion and accordance with the proposal requirements. If a proposal is selected, it will be the most advantageous regarding customer service, the rate structure, the Contractor's experience and qualifications, and capabilities to provide the specified services, and other factors which the City of Douglas may consider. The City expressly reserves the right to accept an offer other than the lowest responsive cost to the City and reserves the right to negotiate any terms prior to award. If acceptable terms cannot be negotiated, the City will abandon the negotiations and begin negotiations with the next ranked proposal until agreeable terms are concluded. City Council has the sole authority to award contracts at their pleasure.

The Contractor agrees that the bid may not be withdrawn for a period of six (6) months from the actual date of the opening of the bid.

Submitted by:

Arrowwaste, Inc

Contractor Business Name

616-726-2972

Phone

PO Box 828, Jenison, MI 49429

Address

arrowwaste.com

Website

Russ Boersma GM

Name and Title (print)

rboersma@arrowwaste.com

Email

Signature

**THIS SECTION MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR  
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.**



# RECYCLING GUIDE

Kent County Recycling & Education Center | ReimagineTrash.org



KENT COUNTY  
DEPARTMENT OF  
PUBLIC WORKS

## PAPER

### CLEAN AND EMPTY

Flattened Cardboard  
Clean Pizza Boxes (No Food Residue)  
Paper Boxes & Containers  
Newspapers & Magazines  
Junk Mail & Office Paper  
Cold & Hot Paper Cups

**NO SHREDDED PAPER**



## PLASTIC

### CLEAN AND EMPTY

Plastic Bottles,  
Cups & Containers  
(LEAVE CAPS ON)

**NO PLASTIC BAGS  
NO FOAM**



## GLASS

### CLEAN AND EMPTY

Glass Bottles & Jars

**NO WINDOWS OR CERAMICS**



## METAL

### CLEAN AND EMPTY

Steel & Aluminum Bottles & Cans,  
Aluminum Foil

**NO PROPANE TANKS  
NO SCRAP METAL**



## CARTONS

### CLEAN AND EMPTY

Milk, Juice, & Soup Cartons  
(LEAVE CAPS ON)



**SEPARATE  
OUT  
RECYCLING  
TRASH**

## KEEP OUT OF RECYCLING CONTAINERS



Anything  
stringy,  
like cords,  
cables, hoses,  
clothing



Anything  
in bags.  
Leave  
recyclables  
loose.



Hazardous  
materials like  
batteries,  
medical waste,  
or propane tanks

# DO YOU RECYCLE?

## Economic Benefits

- Recycling creates American jobs in the recycling industry
- Recycling supplies American manufacturers with raw materials
- Recycling keeps valuable materials out of landfills

## Environmental Benefits

- Recycling conserves natural resources and energy
- Recycling is an investment in our community's environmental health
- Recycling prevents pollution and other environmental impacts from raw materials extraction

**BUT  
WHERE  
DOES IT  
ALL GO?**



## TO START RECYCLING

[www.reimaginetrash.org/recycle](http://www.reimaginetrash.org/recycle)



# CITY OF DOUGLAS REQUEST FOR PROPOSAL

## REFUSE COLLECTION AND DISPOSAL SERVICES

### **Table of Contents:**

Section 1.	Introduction
Section 2.	Specification
Section 3.	Instructions / Terms / Conditions
Section 4.	Requirements
Section 5.	Rate Structure Worksheet
Section 6.	Proposal Form
Section 7.	Attachment A, Garbage and Refuse Ordinance - Chapter 54
Section 8.	Draft Workers Compensation Certificate
Section 9.	Sample Evaluation Form

### **Key Dates:**

Invitation to Bid:	September 9, 2022
RFP Advertised:	September 15, 2022
Last Date for Questions:	September 29, 2022 @ 12:00 PM
Please submit questions to:	Jenny Pearson, Executive Assistant <a href="mailto:douglas@douglasmi.gov">douglas@douglasmi.gov</a> / 269-857-1438
Proposals must be received by:	October 6, 2022 @ 2:00 PM
Proposals Opened Publicly:	October 6, 2022 @ 2:00 PM
City Council Tentative Award:	October 17, 2022 @ 7:00 PM



## SECTION 1 INTRODUCTION

### **Introduction:**

The City of Douglas is soliciting a Request For Proposal (RFP) for a qualified vendor (Contractor) to respond to provide services related to the collection, hauling, and disposal of domestic solid waste, recyclable materials, yard waste, bulk waste, and hazardous waste.

### **Background:**

The City of Douglas is home to approximately 1300± residents, with forty-nine percent being primary residents and fifty-one percent being non-residents (vacation homes or rentals). The City is located between Saugatuck to the north and Fennville to the south in west Allegan County, Michigan. It is approximately 2.5± sq miles and has approximately 16.0 miles of roads.

Douglas is situated on Michigan's "Art Coast" and is home to a quaint downtown with a variety of retail shops, art galleries, and fine dining restaurants that attract visitors from major metropolitan areas. Being located less than three hours from Detroit and Chicago, Douglas' summer population more than doubles as seasonal residents return to family cottages to enjoy mild summers on the lake and an abundance of outdoor recreation activities such as swimming, boating, hiking, bicycling, forest trails, beaches, and sand dunes.

The City currently provides a weekly curbside collection of domestic solid waste and a four (4) week cycle for recycling. The City also offers yard waste services and an annual bulk clean up week provided and funded by the City with hazardous waste being offered and funded from the Tri-Community Recycling Ad-Hoc Committee.

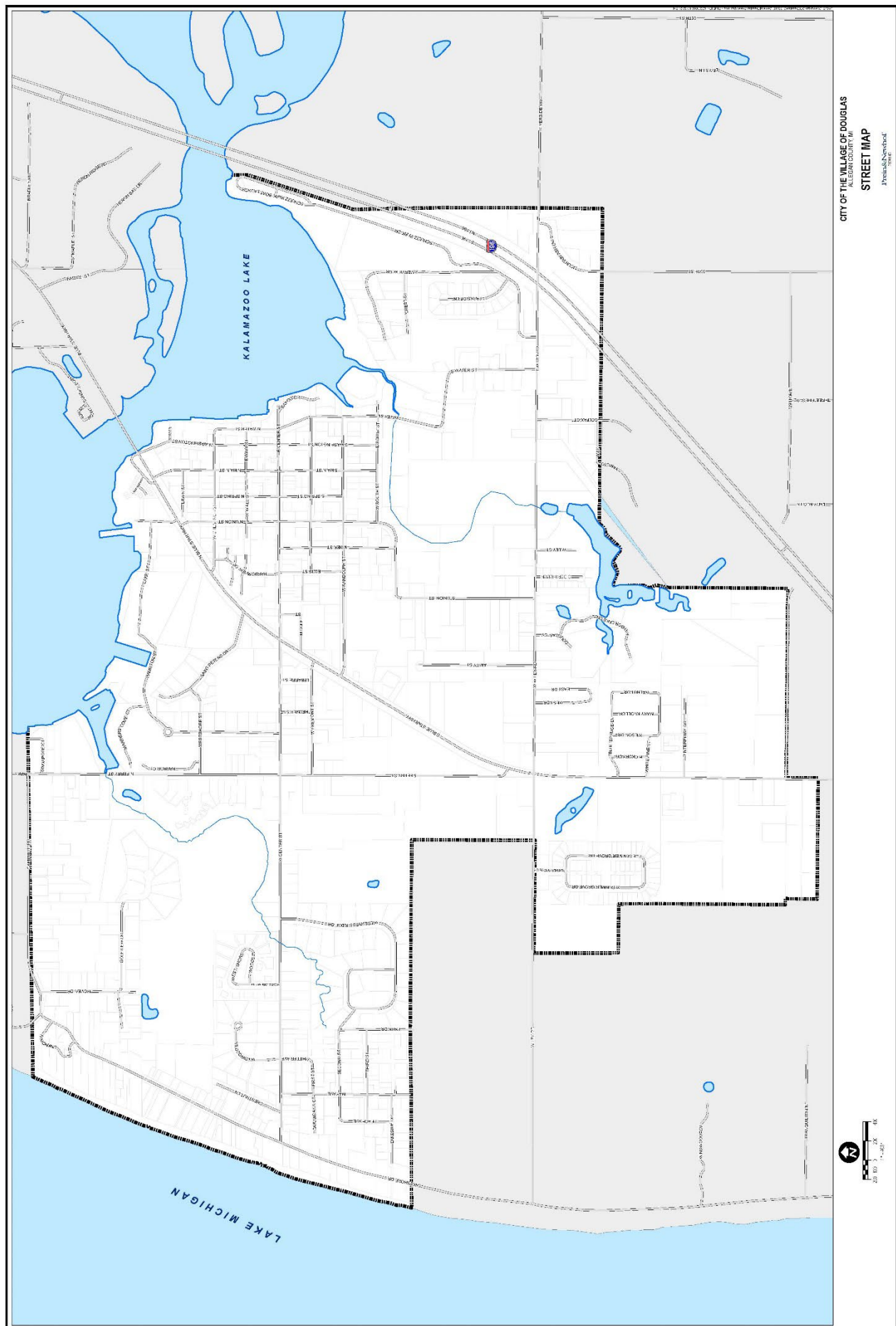
It is the intent of the City Council that Ordinance 54, Garbage and Refuse, be liberally construed for the purpose of providing sanitary and satisfactory methods of preparation, collection, and disposal of domestic solid waste and materials, as well as the maintenance of public and private property in a clean, orderly, and sanitary conditions, for the health, safety, and welfare of the City, and to provide for a reasonable system of user fees.

### **Notice to Contractor:**

The City officially distributes RFP documents through the Executive Assistant. Copies of proposal documents obtained from any other source are not considered official copies. The City cannot guarantee the accuracy of any information not obtained from the official source and is not responsible for any errors contained by any information received from alternate sources. Only those Contractors who obtain proposal documents from the Executive Assistant are guaranteed access to receive addendum information if such information is issued. If you obtained this document from a different source, it is recommended you contact the Executive Assistant at [douglas@douglasmi.gov](mailto:douglas@douglasmi.gov) and obtain an official copy.

**Service Area:**

The City of Douglas street map and zoning map included in this RFP outline the boundaries of the City. The map shall govern as the service area of this contract. Any changes to the service area shall be communicated to the awarded Contractor by the City.



[click here for online street map](#)

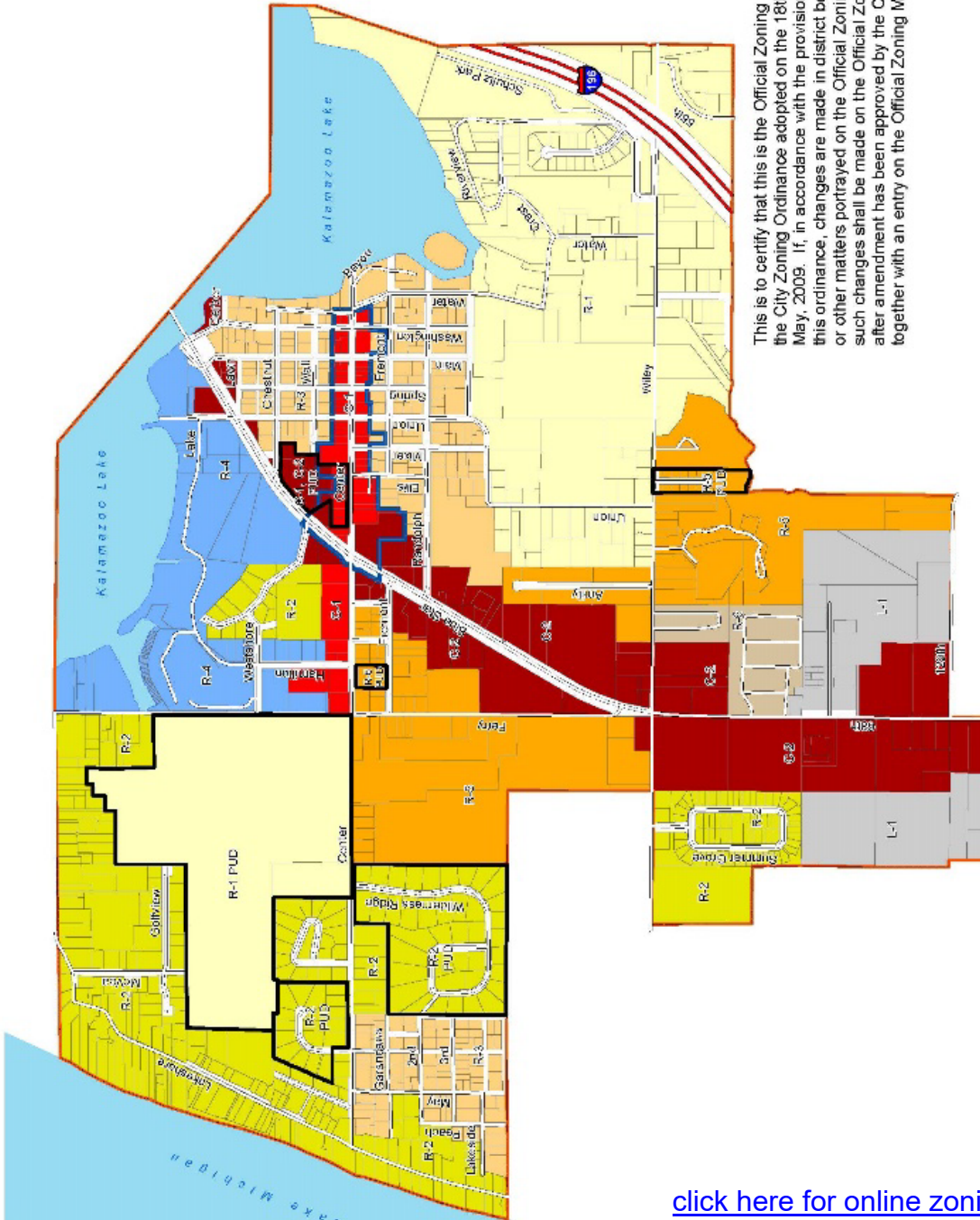
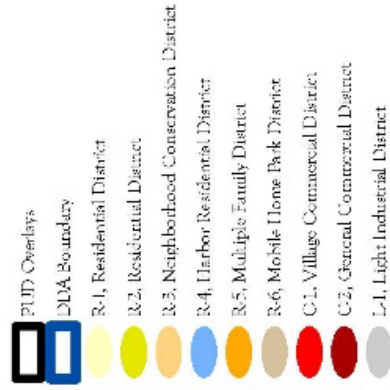
The City of the Village of

# DOUGLAS

Allegan County, Michigan

## Zoning Map

Effective Date:  
July 16, 2014



This is to certify that this is the Official Zoning Map of the City Zoning Ordinance adopted on the 18th day of May, 2009. If, in accordance with the provisions of this ordinance, changes are made in district boundaries or other matters portrayed on the Official Zoning Map, such changes shall be made on the Official Zoning Map after amendment has been approved by the City Council together with an entry on the Official Zoning Map.



Williams & Works

The State of Michigan

Mayor

Clerk

[click here for online zoning map](#)



## SECTION 2 SPECIFICATIONS

The City of Douglas is issuing this Request for Proposal (RFP) for a three (3) year contract with two (2) optional one (1) year extensions available for a qualified vendor for the purpose of providing sanitary and satisfactory methods of collection, hauling, and disposal per City ordinance Chapter 54: Garbage and Refuse of:

Domestic Solid Waste - The waste materials resulting from the usual routine of housekeeping, including garbage and rubbish, and excluding hazardous waste, construction and demolition debris, industrial solid waste and medical waste.

Recyclable Materials – Materials separated from domestic solid waste for the express purpose of preparation for and delivery to a secondary market or other use. For purposes of this proposal, recyclable materials shall, at a minimum, include plastic bottles, polystyrene, newsprint, container glass, tin/steel cans, aluminum, aerosol cans, corrugated cardboard boxes, magazines, and junk mail. Additional recyclable materials may be collected, provided they are properly collected, transported, and recycled in accordance with all applicable laws and regulations.

Yard Waste – Grass clippings, brush trimmings and branches under six inches. Yard waste does not include leaves.

Bulk Refuse – Appliances, furniture, and other bulky refuse items, excluding construction and demolition debris, which cannot readily be placed in an approved container.

Hazardous Waste – Hazardous waste as defined in Part 111 of the Michigan Natural Resources and Environmental Protection Act, as amended, M.C.L.A. §§ 324.11101 *et seq.*, and the regulations promulgated thereunder.

The City's intent and the requirements of this RFP are to provide its residents with the highest quality of service at the best price.

Contractors are required to submit written proposals that present the requirements listed in Section 4 Requirements. The response to the proposal should be prepared simply and economically and should provide all the information it considers pertinent to communicate the Contractors' qualifications for the requirements listed herein. Emphasis should be placed on completeness and clarity of content.

This proposal will be opened according to the key dates listed on the cover page. Proposal documents received after submission dates and time will not be accepted. Incomplete proposals will not be accepted. The City in its sole discretion will determine if a proposal is complete. Proposals will be opened publicly per the date listed and read aloud at Douglas City Hall.

You may either hand deliver your sealed proposal or mail it to:

Request for Proposal for Refuse Collection and Disposal Services  
City of Douglas c/o Jenny Pearson  
86 W. Center St., PO Box 757  
Douglas, MI 49406

**Investigation by Contractor:**

The information presented in this RFP are for informational purposes only. It shall be the responsibility of the Contractor to thoroughly read and understand the ordinance, information, instructions, and specifications herein. Contractors are expected to fully inform themselves as to the conditions and requirements of the services they are proposing to provide, this includes an examination of the service area, including, but not limited to, types of housing, roads, traffic patterns, population density, and collection procedures required. Failure to do so is at the Contractors own risk. No plea of error or plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a proposal means that the Contractor has familiarized itself with the ordinance, conditions, and requirements and intends to comply with them unless specifically noted otherwise.

**Proposal Selection & Award Process:**

It is the intent of the City of Douglas to enter into a contract with the Contractor whose proposal is the most conforming of this solicitation and will be most advantageous to the City of Douglas, provided it has been submitted in completion and accordance with the proposal requirements. If a proposal is selected, it will be the most advantageous regarding customer service, the rate structure, the Contractor's experience and qualifications, and capabilities to provide the specified services, and other factors which the City of Douglas may consider. The City expressly reserves the right to accept an offer other than the lowest responsive cost to the City and reserves the right to negotiate any terms prior to award. If acceptable terms cannot be negotiated, the City will abandon the negotiations and begin negotiations with the next ranked proposal until agreeable terms are concluded. City Council has the sole authority to award contracts at their pleasure.

**Intergovernmental Agreement:**

The City may by resolution enter into an intergovernmental agreement with one or more units of local government for the purpose of designating a collector and giving it the right, power, and authority to collect domestic solid waste, recyclable materials, bulk refuse, and yard waste as described herein within the City.

The objective of an intergovernmental agreement would be designed to accomplish the following:

- A. promote the continuity of services between local units of government, and
- B. improve the safety of residents and lessening the impact on public and private roadways by reducing the impact of multiple heavy collection vehicles, and
- C. bring about increased efficiencies and coordination, enhance supplemental programs, and increase recycling and diversion from landfill dependence.

An intergovernmental agreement will standardize:

- A. The term of contract.
- B. The services to be offered.
- C. The renewal term for participating units of government thereby creating operational efficiencies for the Contractor resulting in a reduction in service fees to the resident. The amount of the deduction shall be negotiated between the Contractor and participating units of government and specified in the intergovernmental agreement.

In the event the City enters into an intergovernmental agreement to provide for coordination and regulation of services, the participating local units of government and the Contractor shall apply an incentive in the form of a line-item discount on the invoices to the residents and negotiate all other terms and conditions specific to their community in accordance with their own ordinance.

**Applicable Laws and Regulations:**

The selected Contractor must comply with and obtain all applicable federal, state, and local laws, regulations, licenses, and permits.

**Responsibilities of the Contractor:**

Upon entering into a contract, the Contractor shall:

- A. Be responsible for all performance items per the contract, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, permits, and landfill space required to perform and complete the collection and disposal processes to all single-family, two-family dwelling units, residential multi-family condominium units, and all City facilities (City Hall, Police Department, and Department of Public Works).
- B. Perform all collection and disposal services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this contract; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.
- C. Provide all containers for residents, whether for domestic solid waste, recyclables, or yard waste, required under this contract. The Contractor shall provide a container of metal, fiberglass, plastic, or other substantial construction approved by the City. A standard container shall have handles and tight fitting covers and shall not exceed 96 gallons each in capacity, however, a smaller container shall be available as an option. Contractor must exercise due care in preventing damage to containers and shall return containers in an upright position with the lids replaced. In the event the Contractor damages a container, it will be replaced at Contractor's expense within one week. Residents will be responsible for cleanliness, care, and storage of containers in between pick-up services.
- D. The Contractor shall provide one container per dwelling unit per collection type. Additional containers that may be requested by residents shall be at the expense of the resident and the Contractor shall bill the resident directly for additional containers. Additional containers shall be billed at a consistent/uniform cost to all residents.

- E. Provide pick-up at the front curb of the residence or residential unit to be served, or in the designated “garbage area” located on the premises provided that such designation meets prior approval of the owner, association, Contractor, and the City. Contractor shall also offer residents the option of a doorstep pick up service for an additional fee to be agreed upon by Contractor and City and added to resident’s bill.
- F. Dispose of all domestic solid waste in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE) or the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The Contractor will specify the name of disposal sites proposed to be used in the bid submission and provide copies of the applicable permits & licenses. City representatives may inspect identified disposal sites at any time to determine compliance with sanitation requirements. Domestic solid waste shall be separated and contained in an approved container.
- G. Provide weekly pick-up at all residential condominiums in multiple-family structures in the City, unless otherwise agreed upon by the City. The Contractor will supply, empty, and maintain an adequate number of fully enclosed metal refuse containers for the storage of refuse at multi-family condominium unit buildings. The Contractor agrees to provide additional pick-ups per week upon request of the property owner. The Contractor agrees that they will bill the property owner directly for this additional service. A single container may service all units in a multiple family condominium, or additional containers shall be provide as needed. The size and number of containers at multiple family condominiums shall be at the discretion of the City.
- H. Provide weekly or bi-weekly curbside pick-up of recyclable materials to all locations receiving domestic solid waste pick-up, unless requested otherwise. The Contractor should specify whether materials need to be separated or whether they may be all co-mingled via single stream. The Contractor shall not landfill uncontaminated recyclable materials. Ownership of recyclable materials is vested in the Contractor when the items are placed in the collection vehicle. The Contractor shall be responsible for handling, processing, and marketing the recyclable material to the aftermarket and is entitled to all proceeds from the sale of recyclable materials. The Contractor shall pick-up recyclable materials on the same day as domestic solid waste pick-up. Vehicles used to collect recyclable materials will be separate from vehicles used for domestic solid waste pick-up or will be designed specifically to keep waste and recyclables separated in different compartments. All recyclable material shall be separated and contained in a recycling container furnished by the Contractor. The City’s goal is a 60 percent or higher recycle rate.
- I. Provide a proposal for services for the collection of yard waste material as an option to be considered by the City. The Contractor will propose the most appropriate frequency for yard waste collection. Residents must place yard waste in approved biodegradable yard waste bags or bins on the curb for pick-up. Yard waste bags must not be plastic. Brush and branch clippings may be bundled up and tied into 4-foot lengths no larger than 2-feet in diameter. The bundle may then be placed on the curb. As an option, the Contractor may provide yard waste bins. The Contractor shall place all collected yard waste in a compost facility licensed by the Michigan Department of Natural Resources and Environment (DNRE) or the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The Contractor will specify

the name of compost facilities proposed to be used in the bid submission and provide copies of the applicable permits & licenses. City representatives may inspect identified compost facilities at any time. Service shall be provided from the first collection date in April through the last collection date in November each year during the term of service. Yard waste shall be separated as required by the City and contained in an approved container.

- J. Provide a proposal for services for the collection of bulk refuse. The Contractor will propose the most appropriate frequency for bulk item collection. The Contractor shall dispose of bulk items in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE). The Contractor will specify the name of disposal sites proposed to be used in the bid submission and provide copies of the applicable permits & licenses. City representatives may inspect identified disposal sites at any time to determine compliance with sanitation requirements. All bulk refuse shall be separated and must be removed using an approved method. Approved methods of removal shall be limited to arrangements with the Contractor or private arrangements to transfer the bulk refuse to an appropriate disposal site or facility.
- K. Provide a proposal for services for an annual hazardous waste pick up. The Contractor shall dispose of hazardous items in an approved and permitted disposal site that is licensed by the State of Michigan Department of Natural Resources and Environment (DNRE). The Contractor will specify the name of disposal sites proposed to be used in the bid submission and provide copies of the applicable permits & licenses. City representatives may inspect identified disposal sites at any time to determine compliance with sanitation requirements. All hazardous waste shall be separated and collected by collectors privately contracted for by the person who produced the waste and shall otherwise comply with the provisions of this chapter.
- L. Contractor shall conduct two (2) inbound material sampling audits per year at the recycling material recovery facility, reporting back to the City contamination rates for the recyclable materials collected from City routes and a list identifying principal causes for contamination. Annually, the Contractor shall provide the City with data including but not limited to, total tonnage of waste material collected, total tonnage of recyclable material collected, total tonnage of recyclable material diverted to a land fill, and resident participation rate in the City's recycling program. Upon request, Contractor shall make available to the City any additional data and/or statistics Contractor has on record relative to the City's provided services.
- M. Contractor shall permit the City to contract independently for composting services and/or develop proprietary programs for residential composting.
- N. May provide contractual services to residents for all types of refuse materials not directly covered by this contract, to be billed by the Contractor to the resident, including large quantities of earth, sod, rocks, concrete, rubble and refuse from the remodeling, construction, and demolition of buildings, excavations, and other materials, except for poisonous and toxic materials and large quantities of liquid requiring tank truck disposal equipment. The Contractor agrees to keep available for this service tractor loaders, trailers, and other equipment as may be necessary for the providing of this service to the residents

of the City. On request, the Contractor will furnish estimates to residents for the cost of removal of any materials on this private removal service.

- O. Tag any materials left at the curb indicating why they were not taken, along with a phone number to call the local office for customer questions.
- P. Use due care to prevent materials from being spilled or scattered during the transportation process. If materials of any kind are spilled during transportation, the Contractor shall promptly clean-up spilled materials.
- Q. Schedule their collection activities so that they occur within the hours of 7:00 am and 7:00 pm local time, Monday through Saturday. All collection schedules shall be filed within the City Clerk's office. Exceptions to collection hours shall only be made upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to holiday catch-up or unusual circumstances.
- R. The Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval. The Contractor may from time-to-time submit changes in routes or days of collection to the City for approval. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected residents. The City may be divided into different days of collection, if necessary, but on the given day for collection, all waste types should be collected at a given address. However, it is preferred that all residential collection be done on the same day of the week.
- S. Be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this contract.
- T. Not enter private driveways and take all necessary precautions for the protection of public or private property. Contractor shall be responsible for damages on public or private property, including but not limited to, careless operation of vehicles or careless handling of any receptacle. All property which suffers damage caused by the Contractor, including, but not limited to sod, mailboxes, domestic solid waste or recycling containers, shall be repaired or replaced as soon as possible to equivalent quality at the time of damage at no extra charge to the property owner or the City.
- U. Continuously maintain required insurance coverage and shall assume full responsibility for the Contractor's work from loss or damage and shall protect all public and private property from injury or loss arising in connection with the Contractor's work. The Contractor shall indemnify and save the City harmless from all such damages or injuries occurring because of the Contractor's work.
- V. Prohibit any drinking of alcoholic beverages or use of a controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties under this contract. In the event that any of the Contractors employees are deemed by the City to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal written request of the City, the Contractor shall remove such

employee from work within the City and furnish a suitable and competent replacement employee.

- W. Be dressed in a neat and professional like manner and shall carry official company identification and to present it upon request.
- X. Require all vehicle drivers to carry a valid Michigan State driver's license for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.
- Y. Provide a safety plan for emergencies and/or accidents.
- Z. Obtain a business license with the City as provided for in Ordinance Chapter 110 Business Licensing before engaging in the business of collecting, transporting, delivering, or disposing of solid waste bulk refuse, commercial or construction debris, garbage, hazardous, or industrial solid waste in the City.

#### **Holidays:**

No collection will be allowed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Pick-up normally scheduled on the observance day of the holiday will be pushed forward to the next regular workday, which may include Saturday if needed.

#### **Fees:**

Charges for the collection and disposal of domestic solid waste and materials shall be billed by the designated collector directly to the residential unit or participating unit owner or occupant at a rate outlined in the collector's contract with the City.

#### **Transportation of Waste Materials:**

- A. **Mode of Transportation:** The transportation of all garbage, offal or rubbish or other waste materials through the streets, alleys or thoroughfares of the City shall be conducted in a manner with does not create nuisance. It shall be unlawful for any person to transport, cart, carry or convey through or over any of the streets, alleys or public places of the City any unwanted garbage, refuse, or food containers without the approval of the City. It shall be unlawful for any person to transport or otherwise convey through or over any of the street or public places of the City any rubbish or other waste material, except under written regulations or with a written consent of the City, except rubbish or waste material accumulation on property owned or controlled by them, and then only by approved methods of conveyance. The Contractor shall at all times provide an adequate number of vehicles to perform the services to be outlined in the terms of this contract. The vehicles shall be licensed in the State of Michigan and shall operate in compliance with all applicable State, Federal, and Municipal regulations. All vehicles shall be manufactured and maintained to conform to State of Michigan Department of Transportation standards.
- B. **Conveyance Vehicles:** Vehicles conveying waste must be of such construction and operated in such a manner that the contents shall not spill upon the right-of-way of public property. Such vehicles shall be watertight and covered. All such vehicles shall comply with U.S. Environmental Protection Agency noise and fuel emission control regulations. Contractor shall use automated trucks with an automated container lifting system.

- C. **Vehicle Identification:** Contractor's name and local telephone number will be plainly visible on both cab doors.
- D. **Cleaning and Maintenance:** Contractor shall maintain all vehicles in a safe, neat, clean, and operable condition at all times. Vehicles used for overnight storage of waste shall comply with City requirements and prevent leakage as well as provide security from vector pests. Vehicles shall be thoroughly washed on a regular basis. City representatives may inspect vehicles at any time to determine compliance with sanitation requirements.

**Personnel:**

- A. **Qualifications:** The Contractor shall furnish qualified drivers and other personnel to provide services in a safe and efficient manner. All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid Commercial Driver's License of the appropriate class.
- B. **Courtesy and Appearance:** All employees of the Contractor shall be uniformed, showing their association with the Contractor while operating in the field. Each employee shall be neat and clean as circumstances permit. Shirts will be worn at all times. Contractor shall prohibit employees from using loud or profane language. Employees will be instructed to work as quietly as possible. Employees shall not at any time make solicitations to residents.

**Seasonality:**

The City reserves the right to seasonally reduce service-levels (i.e. from once a week pick-up to every other week, etc.) and costs for seasonal residents and facilities (i.e. marinas, second home owners, multi-family condominiums that are at significantly reduced capacity in the winter, etc.) at their request.

**Collection of Complaints:**

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the domestic solid waste, recyclable, yard waste, and bulk items not collected within 24 hours after the complaint is received. The Contractor must provide a local or toll-free number at which it can be contacted, and will designate, by name, the person who will serve as contact or liaison to the City. Contractor should provide complaint/resolution list to the City on a quarterly basis.

**Non-Performance / Default:**

Contractor shall be contacted if issues and complaints arise regarding the Contractor's overall services to the City. Specifics will be brought to the Contractor's attention for immediate resolution to the full satisfaction of the City. If satisfactory resolution by the Contractor is not made, it may be grounds for immediate termination of the contract and no proration of payments.

If the Contractor fails to provide service or response to the complaint/issue for fourteen (14) calendar days, and if such lack of observance is caused by the fault or negligence of the Contractor, and if such lack of observance is not due to extreme weather conditions or other

acts of God, strikes, civil disorders, or any other circumstances beyond the control of the Contractor that prevent the timely accomplishment of its obligations, then the City shall reserve the right to determine if there has not been sufficient cause to justify such lack of observance.

If in the City's judgement sufficient cause has not been demonstrated, then the City shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed in default if the Contractor does not take action to reestablish the schedule within fourteen (14) calendar days of said notice. If after the fourteen (14) calendar day period, the Contractor has not made the necessary corrections, the City shall take such steps as are necessary to furnish services according to the collection requirements provided for in this contract. The Contractor shall be liable for all costs of such steps from the date of notice of default. The City further reserves the right to terminate this contract for such non-performance.

If the Contractor fails to provide or maintain in full force and effect the insurance coverage required at any time during the term of this contract, this shall be deemed default, and the City shall serve notice of such default as stated above. If the Contractor has not corrected the default within the period of time allowed, as stated in the notice, the City shall reserve the right to terminate this contract.

Violation of the contract or of any federal or state law or City Ordinance may result in a cancellation of the contract without any proration of payments.

### **Transition Period**

The Contractor must be able to begin service by November 20, 2022, or as agreed upon in the awarded contract.

### **Public Education and Community Outreach**

The Contractor may develop Public Education and Community Outreach Programs in partnership with the City and other appropriate parties. The public education program may include information on recycling and waste reduction, in support of City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by the City.

The Contractor shall send a color brochure, or provide a website link, to all residents within 30-days of being awarded the contract introducing their company, highlighting the start date, and describing services including graphics (specifically noting any changes). This brochure needs to be pre-approved by the City, and preparation and distribution is at the Contractor's expense/cost.

The Contractor may distribute a newsletter to all residents at least two (2) times a year, in the summer and in the winter. These newsletters need to be pre-approved by the City, and preparation and distribution are at the Contractor's expense/cost.

### **Reporting**

The Contractor shall be responsible for maintaining and submitting weekly, monthly, and annual reports as requested by the City. Reports will include trash volumes and reporting of recyclables

tonnage. Contractor should provide complaint/resolution list to the City on a quarterly basis.

**Commercial or Industrial Refuse**

The Contractor shall not be required under the terms of this contract to collect refuse from any commercial or industrial establishment. The Contractor may, at their option, contract with firms, individuals, or agencies for collection service outside the scope of this contract, subject to any regulation governing refuse disposal contractors generally, and providing such operation shall not interfere with the satisfactory carrying out of this work under this contract.



## **SECTION 3 INSTRUCTIONS / TERMS / CONDITIONS**

All proposals must be delivered in a sealed envelope. Proposals should be clearly labeled on the outside of the envelope:

**Request for Proposal for Refuse Collection and Disposal Services**  
**Contractors Name**  
**Address**  
**Date**

Proposals should be mailed or delivered in person to:

City of Douglas  
c/o Jenny Pearson, Executive Assistant  
86 W. Center St., PO Box 757  
Douglas, MI 49406

Proposals must be received in accordance with key dates.

### **General Instructions for Proposal:**

- A. Proposal Content – A completed Proposal must contain the following:
  - 1. Requirements – Section 4**
  - 2. Rate Structure Worksheet – Section 5**
  - 3. Proposal Form – the Proposal form must be completed and signed by an individual authorized to propose the services – Section 6**Proposals submitted without all required documents of each section may be deemed non-responsive.
- B. Submittals – Provide one (1) original paper and four (4) additional paper copies of the completed proposal to the City of Douglas.
- C. Proposal Period – After the proposal has been submitted to the City of Douglas, it may not be withdrawn for a period of six (6) months from the actual date of the opening of the bid. Proposals will be opened and read publicly in accordance with the key dates.
- D. Proposal Award – It is the intent of the City of Douglas to enter into a contract with the Contractor whose proposal is the most conforming of this solicitation and will be most advantageous to the City of Douglas, provided it has been submitted in completion and accordance with the proposal requirements. If a proposal is selected, it will be the most advantageous regarding customer service, the rate structure, the Contractor's

experience and qualifications, and capabilities to provide the specified services, and other factors which the City of Douglas may consider. The City expressly reserves the right to accept an offer other than the lowest responsive cost to the City and reserves the right to negotiate any terms prior to award. If acceptable terms cannot be negotiated, the City will abandon the negotiations and begin negotiations with the next ranked proposal until agreeable terms are concluded. City Council has the sole authority to award contracts at their pleasure.

Personal interviews may be required to assist in evaluating each Contractor's proposal and qualifications. If such interviews are required, Contractor will be contacted to make arrangements.

All qualified proposals that are determined to be in the public interest for uses in accordance with the Refuse Collection & Disposal Services RFP will be presented to the Evaluation Team for consideration and for recommendation to the City Council for award in accordance with key dates outlined in this RFP. Evaluators will use the RFP Evaluation Form in Section 9.

The City reserves the right to accept, reject, or negotiate any or all proposals and to waive irregularities therein. The City of Douglas reserves the right to negotiate any terms and conditions prior to entering into a contract with the Contractor. The City of Douglas further reserves the right to rescind the RFP and decline to enter into a contract at any time prior to a contract being fully executed.

- E. Term and Renewal – It is intended that the term of the contract shall be for three (3) years with two (2) optional one (1) year extensions unless earlier terminated. The contract may be terminated by either party within one hundred eighty (180) days by written notice based on the terms and conditions of the contract. The contract may be terminated by either party without cause with less than one hundred eighty (180) days' notice by mutual agreement or in the event of substantial failure to perform with the terms set forth in the contract as described in the contract. Any contract the city enters into with the designated collector, or renewal extension or amendment thereto, is subject to revocation at the will of the City Council. Should extensions be agreed upon, the City retains the right to modify elements of the contract, if necessary, as addendums.
- F. Basis of Payment – A price quotation sheet will be made in accordance with an agreed upon contract between the Contractor and the City.
- G. Default - No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Douglas upon debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.
- H. Costs for Proposal - All costs incurred in the preparation of this proposal are the responsibility of the Contractor and shall not be reimbursed.
- I. Acceptance of Terms and Conditions – By submitting a proposal, the Contractor agrees to be governed by the terms and conditions set forth in this RFP, as well as applicable

state and local law. Any exceptions to the specifications must be clearly identified in the last section of the Contractor's response.

- J. Rejection of Proposals – If material errors are found in a proposal, or if a proposal fails to materially conform to the requirements of the RFP, the City may reject the proposal. Data and information submitted in the proposal should be prepared in a manner designed to provide the City with a straightforward presentation of the Contractor's capability to satisfy the requirements of this RFP.
- K. Collusion - More than one proposal from the same Contractor under the same or different names will not be considered. Reasonable grounds for believing that a Contractor is submitting more than one proposal will cause the rejection of all proposals in which the Contractor is involved.
- L. Freedom of Information Act – Information submitted to the City is subject to the requirements of the Freedom of Information Act. Contractors are encouraged to not submit information that is considered confidential, trade secret, or proprietary.
- M. Local Preference – Any purchase or contract to be made with entirely City funds may be awarded to the lowest written quoted price or lowest evaluated bid price from a responsive and responsible local vendor provided that the local vendor's quote or bid is no higher than the lowest responsive and responsible non-local vendor by more than two percent (2%) or two thousand dollars (\$2,000), whichever is less. A local vendor is defined as any person, firm, partnership, corporation (including franchises or branches) licensed to conduct business within the City, physically operating within the corporate boundaries of the City, and subject to City taxes.
- N. Questions – Contractors are encouraged to visit the City to become thoroughly familiar with the location and its surrounding environment. All questions regarding this RFP shall be submitted in writing to Jenny Pearson, Executive Assistant by email at [douglas@douglasmi.gov](mailto:douglas@douglasmi.gov) in accordance with the key dates.
- O. Lobbying – Contractors are prohibited from lobbying City of Douglas employees, advisory committee members, or elected officials regarding this RFP or contract, or during the pendency of any Award protest, by the Contractor/protestor or any member of the Contractor/protestor's staff, an agent or employee of the Contractor/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the RFP or contract, or has a pending proposal protest is strictly prohibited until either an award is formal or any protest is formally resolved by the City. For purposes of this provision, lobbying activities shall include but not be limited to, influencing, or attempting to influence action or non-action in connection with any RFP or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of person and/or entities specified in this provision. Such actions may cause any RFP or contract to be rejected or disqualified from consideration.
- P. Trade Secret - Any language contained in the Contractors proposal purporting to require confidentiality of any portion of the proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Michigan law, shall be void. The City

shall be the final arbiter of whether any information contained in the Contractors proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Contractor agrees to defend, indemnify, and hold harmless the City, its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO MICHIGAN LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

- Q. Exclusivity of Contract – Any contract between the Contractor and the City is exclusive and non-assignable, and any attempted assignment, delegation, transfer, or conveyance is void. The selected Contractor will be required to assume responsibility for all services outlined in this bid, whether or not that firm provides them or subcontracts them to another entity. None of the Contractor's duties under the Contractor shall be subcontracted or transferred without prior written consent of the City. Any subcontract or transfer of duties under the contract shall be in writing. The City will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any or all charges resulting from the contract. If any of the work is to be subcontracted, the Contractor awarded the bid must provide a complete description of the work to be subcontracted and a description of the subcontractor's organization and capabilities. The Contractor must list all subcontractors to be used in the proposal. The Contractor is fully responsible for adherence by the subcontractor to all provisions of the contract and its specifications.

**Terms and Conditions for Proposals:**

- A. The Request for Proposal and the selected Contractors response will be incorporated into the final contract as attachments.
- B. The Contractor will obtain at its own expense all necessary permits and licenses required by any and all authorities having jurisdiction over the Contractor's activities.
- C. The awarded Contractor will operate in full compliance with all applicable laws, ordinances, and regulations.

**Insurance:**

- A. Upon award of the contract, Contractor shall maintain at its expense during the entire term of the contract, the following insurance per Ordinance 37.12 DOCUMENTS REQUIRED FOR PURCHASE OR CONTRACT, section (C).
  - 1. **Commercial General Liability Insurance** - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
  - 2. **Broadened Auto Pollution Liability Form CA 9948:** The Contractor shall acquire and maintain Broadened Pollution Liability Form CA 9948 in the amount of

\$1,000,000 per occurrence. The City shall be named as additional insured.

3. **Site Specific Pollution Liability Coverage:** If the Contractor has a transfer facility, the Contractor shall acquire and maintain Site Specific Pollution Liability Coverage in the amount of \$5M per occurrence, with a \$5M aggregate in claims made form. Such coverage shall provide for a three-year discovery period. The City shall be named as additional insured.
  4. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
  5. **Worker's Compensation** insurance in the amount required by state statute.
- B. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, Contractor may agree to provide notice of such cancellation or reduction.
  - C. The City of Douglas shall be named as Additional Insured for General Liability and Auto Liability and shall also be listed as a certificate holder. Certificates of Insurance evidencing such coverage shall be submitted to the City of Douglas, Executive Assistants' office at [douglas@douglasmi.gov](mailto:douglas@douglasmi.gov) or at PO Box 757, Douglas, MI 49406 to commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those agreement documents will be waived by the insurer with respect to claims against the City.
  - D. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
  - E. If, during the term of the contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
  - F. The provisions requiring the Contractor to carry said insurance shall not be construed

in any manner as waiving or restricting the liability of the Contractor under this contract.

G. The City has the authority to vary from the specified limits as deemed necessary.

If any provision or portion thereof of the contract is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this contract to either party, such provision shall not render unenforceable this entire contract. Rather, the parties intend that the remaining provisions shall be administered as if the contract did not include the invalid provision.

**Indemnification:**

The selected Contractor shall hold and save harmless the City, its officers, agents, volunteers, and employees from liability of any kind in the performance of this contract. Further, the selected Contractor shall indemnify, save harmless, and undertake the defense of the City, its City Council, agents, servants, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Contractor's operation pursuant to this contract and from and against all costs, counsel fees, expenses, and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the Contractor within fourteen (14) days of receipt by the City of any claim, suit, or action against the City arising directly or indirectly from the operations of the Contractor hereunder, for which the City may be entitled to a claim or indemnity against the Contractor, under the provisions of this contract. Contractor shall have the right to control the defense of any such claim, suit, or actions. The Contractor shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Contractor's breach of any of the provisions of the contract. Contractor shall not be responsible for negligent acts of the City or its employees.

**Silence of Specifications:**

The apparent silence of these specifications and any supplemental specifications as to any detail, or the omission from them of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practices are to prevail and only material of the first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications will be made upon the basis of this statement.

**Termination:**

A. **For Fault:** If the City Manager determines that the Contractor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by the contract, the City Manager may terminate or suspend the contract in whole or in part. Upon written notice to the Contractor specifying the failure of performance, the Contractor shall have fourteen (14) calendar days from receipt of the notice to correct the violations. If the Contractor does not correct the violations during the period provided for in the notice, the contract shall be terminated upon expiration of such time. Upon termination, any payment due to the Contractor at time of termination may be adjusted to cover any additional costs

the Municipality incurred by reason of the termination of the contract. No proration of payments will be given for services not yet performed. This provision for termination shall not limit or modify any other right to the Municipality to proceed against the Contractor at law or under the terms of the contract.

- B. **Not for Fault:** Whenever the City Manager determines that termination of the contract in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate the contract by written notice to the Contractor specifying the services terminated and the effective date of such termination. Upon termination, the Contractor shall be entitled to and the City shall pay the costs actually incurred in compliance with the contract until the date of such termination.

**Equal Employment Opportunity:**

To ensure nondiscrimination in employment, the Contractor must have on file or execute with the City, an Equal Employment Opportunity statement.

**Fuel Adjustment:**

The bid price submitted by the Contractor will be adjusted on an annual basis according to a fuel adjustment factor. The fuel adjustment calculation should be tied to the Midwest average price of diesel fuel as reported weekly by the Energy Information Administration of the U.S. Department of Energy (EIA/DOE) in its Weekly Retail On-highway Diesel Prices Index. This factor will be applied to the contract price at the beginning of the contract years 2 through 5 by the Contractor, following the City's review and approval. Bidders should submit a Fuel Adjustment Chart indicating the effects of fuel prices on the contract price, and clearly identify the starting fuel factor.



## **SECTION 4 REQUIREMENTS**

### **TO BE COMPLETED AND SUBMITTED (Per Section 3)**

This Request for Proposal (RFP) is to solicit proposals from qualified companies to compete for the awarding of a contract with the City for the preparation, collection, and disposal of domestic solid waste, recyclable materials, yard waste, bulk waste, and hazardous waste.

Contractors are required to submit written proposals that present the requirements listed herein. The response to the proposal should be prepared simply and economically and should provide all the information it considers pertinent to its qualifications for the requirements listed herein. Emphasis should be placed on completeness and clarity of content.

### **CONTRACTORS QUALIFICATION STATEMENT:**

Company: \_\_\_\_\_

Submitted By: \_\_\_\_\_

With principal office at: \_\_\_\_\_

The completion and submission of this RFP reflects accurate and truthful statements of the signatory. (Attach additional pages if necessary)

### **Request for Proposal: Requirements:**

The proposal should include the following to coincide with this RFP:

- 1) A completed bid summary with costs for each service contained in this RFP. Proposed rates must be inclusive of all fees, charges, and surcharges. The frequency of pick-up and limit as to the number of containers and/or the weight to which the resident can use to dispose of items to be collect should be identified as well.
  - a) Cost for curbside collection of domestic solid waste should be proposed for weekly service. Cost should be proposed as a fixed price per single-family & two-family household per month, residential multiple-family condominium by container size, and City facility by container size.
  - b) Cost for curbside collection of recyclables should be proposed for weekly and bi-weekly service. Proposed cost for weekly and bi-weekly service should be a fixed price per single-family & two-family household per month, residential multiple-family condominium by container size, and City facility by container size.
  - c) Cost for curbside collection of yard waste should be proposed for frequency of service based on the Contractor's recommendation. Proposed cost for service should be a fixed price per household per month.
  - d) Cost for curbside collection of bulk waste should be proposed for frequency of service

based on the Contractor's recommendation. Proposed cost for service should be a fixed price per household per month.

- e) Cost for an annual collection of hazardous waste.
  - f) Standardized rate for an additional trash & recycling container.
- 2) Explanation of how the Contractor would fulfill the requirements of the contract scope, to include:
- a) Describe the methodology used to collect domestic solid waste (e.g., equipment list, automated, semi-automated, one or two person crews, etc.).
  - b) Describe the methodology used to collect curbside recycling (e.g., equipment list, automated, semi-automated, one or two person crews, etc.).
  - c) Describe the methodology used to collect yard waste (e.g., equipment list, automated, semi-automated, one or two person crews, etc.).
  - d) Describe the methodology used to collect bulk items (e.g., equipment list, automated, semi-automated, one or two person crews, etc.), as well as the recommended frequency of bulk item collection.
  - e) Describe the methodology use to collect hazardous waste items (e.g., equipment list, automated, semi-automated, one or two person crews, etc.) and location.
  - f) Describe how customer complaints are handled.
  - g) Describe the plan that the Contractor will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, natural disaster, or public health emergency which may require a deviation from the normal operating procedures. The emergency plan should address customer notification procedures and include emergency contact information.
- 3) A statement of the Contractor's previous experience. Include a minimum of three references from organizations or municipal governments for which you have performed similar work to that required herein. For each reference describe the work provided, the date of the beginning of the contract, the length of the contract, and a contact person (with telephone number and e-mail).
- 4) An explanation on how Contractor ensures high quality and prompt customer service. May include manual or training material, as well as references.
- 5) Identification of the person responsible for drafting the bid and a contact person to whom inquiries should be directed, with an address, telephone number, and email.
- 6) Specify on a separate sheet of paper any exceptions: terms, conditions, or specifications that the Contractor is unwilling or unable to meet.
- 7) A list of all disposal sites to be utilized under this proposal for disposal and processing of domestic solid waste, recyclable, yard waste, bulk waste, and hazardous waste, including but not limited to sanitary landfill facilities, transfer stations, material recover facilities, and composting facilities.
- 8) A copy of disposal site permits and licenses.

- 9) Statement that there is or is not pending litigation against the Proposing entity or its officers, principal members, shareholders, or investors, or any parent, subsidiary or affiliated entities or other interested parties other than minor personal injury suits involving claims under \$250,000? If so, explain.
- 10) If there are potential conflicts of interest, such as a relationship with a City of Douglas official or employee, or an immediate family member with the City of Douglas, the Contractor must identify and declare clearly to avoid any future conflicts with the City.
- 11) You may, if you desire, provide a 500 word narrative that would include anything you feel might assist the City of Douglas in evaluating your proposal. Attach additional sheets if necessary.
- 12) To distinguish their level of customer service, some firms will offer services like special assistance for senior citizens or those with disabilities who may have a challenge taking their refuse to the curb and returning the containers to their home. Contractors should specify if they plan to offer such a program and what, if any, special cost there may be for such a service. Similarly, when a resident moves in or out of a residential unit, extra refuse is often generated. Contractors should indicate if they offer collection of larger than usual loads in these circumstances.
- 13) Specify any medical waste services you may offer.
- 14) Provide recycling specifications for the types of material accepted (i.e. Styrofoam, colored glass, etc.) and what is not, including plastic recycling symbology.
- 15) What average percent of recyclable material is considered contaminated and does not make it to the recycling center?
- 16) If awarded, how long will it take to initiate each service?
- 17) In the rare event of termination of contract, how will you notify residents and manage final billing?

**THIS SECTION MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.**



## SECTION 5 RATE SCHEDULE WORKSHEET

### **TO BE COMPLETED AND SUBMITTED (Per Section 3)**

Unit	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
<b>Trash</b>					
Smaller Cart, Cost/Household/Month, Weekly Pickup					
Standard 96 Gallon Cart, Cost/Household/Month, Weekly Pickup					
Additional Cart, Cost/Household/Month, Weekly Pickup					
2 YD Dumpster, Cost/Facility/Month, Weekly Pickup					
2 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup					
2 YD Dumpster, Cost/Facility/Month, Monthly Pickup					
2 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up					
4 YD Dumpster, Cost/Facility/Month, Weekly Pickup					
4 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup					
4 YD Dumpster, Cost/Facility/Month, Monthly Pickup					
4 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up					
6 YD Dumpster, Cost/Facility/Month, Weekly Pickup					
6 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup					
6 YD Dumpster, Cost/Facility/Month, Monthly Pickup					
6 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up					
8 YD Dumpster, Cost/Facility/Month, Weekly Pickup					
8 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup					
8 YD Dumpster, Cost/Facility/Month, Monthly Pickup					
8 YD Dumpster, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up					
Other (optional)					

Unit	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
<b>Recycling</b>					
Standard Cart, Cost/Household/Month, Weekly Pickup					
Standard Cart, Cost/Household/Month, Bi-Weekly Pickup					
Additional Cart, Cost/Household/Month, Weekly Pickup					
Additional Cart, Cost/Household/Month, Bi-Weekly Pickup					
2 YD Container Cost/Facility/Month, Weekly Pickup					
2 YD Container, Cost/Facility/Month, Bi-Weekly Pickup					
2 YD Container, Cost/Facility/Month, Monthly Pickup					
2 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up					
4 YD Container, Cost/Facility/Month, Weekly Pickup					
4 YD Container, Cost/Facility/Month, Bi-Weekly Pickup					
4 YD Container, Cost/Facility/Month, Monthly Pickup					
4 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up					
6 YD Container, Cost/Facility/Month, Weekly Pickup					
6 YD Dumpster, Cost/Facility/Month, Bi-Weekly Pickup					
6 YD Container, Cost/Facility/Month, Monthly Pickup					
6 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up					
8 YD Container, Cost/Facility/Month, Weekly Pickup					
8 YD Container, Cost/Facility/Month, Bi-Weekly Pickup					
8 YD Container, Cost/Facility/Month, Monthly Pickup					
8 YD Container, Cost/Facility/Month, On-Call Pickup/Extra Pick-Up					
Other (optional)					

Unit	Year 1	Year 2	Year 3	Optional Year 4	Optional Year 5
<b>Yard Waste</b>					
Cost/Household/Month, Proposed Frequency					
Other (optional)					
<b>Bulk Items</b>					
Cost/Household/Month, Proposed Frequency					
Other (optional)					
<b>Hazardous Waste</b>					
Cost/Household/Year, Proposed Frequency					
Other (optional)					

**THIS SECTION MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.**



## SECTION 6 ATTACHMENT A – PROPOSAL FORM

### **TO BE COMPLETED AND SUBMITTED (Per Section 3)**

Having carefully examined the specifications and any other applicable information, the Contractor proposes to furnish all items necessary for, and reasonably incidental to the proper completion of this bid. This proposal is true and accurate to the best knowledge of the Contractor. It is understood that a proposal may be rejected by the City if the information it contains is found to be false or inaccurate. The Contractor certifies that as of the date of this bid, the Contractor is not in arrears to the City of Douglas for debt or contract.

The Contractor submits this bid and agrees to meet or exceed all of the City's requirements and specifications unless otherwise indicated in writing and attached hereto.

The Contractor understands and agrees, if selected, to enter into a contract with the City and to provide proof of any required insurance and bonds. The Contractor shall comply with all applicable federal, state, local and ordinances, codes, laws, rules, and regulations and obtain any required permits for this work.

The Contractor understands that it is the intent of the City of Douglas to enter into a contract with the Contractor whose proposal is the most conforming of this solicitation and will be most advantageous to the City of Douglas, provided it has been submitted in completion and accordance with the proposal requirements. If a proposal is selected, it will be the most advantageous regarding customer service, the rate structure, the Contractor's experience and qualifications, and capabilities to provide the specified services, and other factors which the City of Douglas may consider. The City expressly reserves the right to accept an offer other than the lowest responsive cost to the City and reserves the right to negotiate any terms prior to award. If acceptable terms cannot be negotiated, the City will abandon the negotiations and begin negotiations with the next ranked proposal until agreeable terms are concluded. City Council has the sole authority to award contracts at their pleasure.

The Contractor agrees that the bid may not be withdrawn for a period of six (6) months from the actual date of the opening of the bid.

Submitted by:

---

Contractor Business Name

---

Name and Title (print)

---

Phone

---

Email

---

Address

---

Signature

---

Website

**THIS SECTION MUST BE SUBMITTED ALONG WITH RESPONSE IN ORDER FOR  
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.**



## SECTION 7 ATTACHMENT A ORDINANCE CODE OF THE CITY OF DOUGLAS GARBAGE AND REFUSE - CHAPTER 54

### CHAPTER 54: GARBAGE AND REFUSE

#### Section

- [54.01](#) Purpose and intent
- [54.02](#) Definitions
- [54.03](#) Disposal of solid waste generally
- [54.04](#) Accumulation of solid waste
- [54.05](#) Unauthorized dumping and littering
- [54.06](#) Pre-collection requirements; separation; containers
- [54.07](#) Receptacles
- [54.08](#) Contractor registration
- [54.09](#) Contracts
- [54.10](#) Transportation of waste materials
- [54.11](#) Fees
- [54.12](#) Prohibited waste
- [54.13](#) Enforcement
- [54.14](#) Rules and regulations
  
- [54.99](#) Penalty

#### § 54.01 PURPOSE AND INTENT.

It is the intent of the City Council that this chapter be liberally construed for the purpose of providing sanitary and satisfactory methods of preparation, collection and disposal of domestic solid waste and materials, as well as the maintenance of public and private property in a clean, orderly and sanitary condition, for the health, safety and welfare of the city, and to provide for a reasonable system of user fees. Upon approval of the City Council, the City Manager is authorized to make such rules and regulations as appear to be necessary from time to time to carry out the intent of this chapter; provided, however, that such rules are not in direct conflict with city ordinances or state law.  
(Ord. 04-2012, passed 9-4-2012)

#### § 54.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**BULK REFUSE.** Appliances, furniture and other bulky refuse items, excluding construction and demolition debris, which cannot readily be placed in an approved container.

**COMMERCIAL ESTABLISHMENT.** Property classified by the city's zoning ordinance as a nonindustrial, business or residential property with more than four units.

**CONSTRUCTION DEBRIS.** Waste from buildings, driveways or other construction, alteration or repair, including dirt from excavations.

**CONTRACTOR.** A person engaged in the business of collecting, transporting, delivering or disposing of solid waste, bulk refuse, commercial or construction debris, garbage, hazardous or industrial solid waste, and is:

- (1) A licensed contractor under § 54.08; or
- (2) A designated collector under § 54.09.

**DEMOLITION DEBRIS.** Refuse incidental to the demolition of buildings, structures or appurtenances on a premises.

**DISCARDED HOUSEHOLD DEBRIS.** Domestic refuse of a quantity that exceeds the amount generated by routine housekeeping, including for example, unsold garage sale items and items discarded in the process of vacating a premises. **DISCARDED HOUSEHOLD DEBRIS** does not include bulk refuse for which removal arrangements have been made.

**DOMESTIC SOLID WASTE.** The waste materials resulting from the usual routine of housekeeping, including garbage and rubbish, and excluding hazardous waste, construction and demolition debris, industrial solid waste and medical waste.

**GARBAGE.** All animals, fish, fowl, fruit or vegetable waste incidental to the use, preparation and storage of food for human consumption. This term does not include food processing wastes from canneries, slaughterhouses and packinghouses or hazardous waste.

**GREASE INCEPTOR WASTE.** Grease and other wastes required to be collected by inceptors in accordance with the sewer regulations found in of the city code.

**HAZARDOUS WASTE.** Hazardous waste as defined in Part 111 of the Michigan Natural Resources and Environmental Protection Act, as amended, M.C.L.A. §§ 324.11101 *et seq.*, and the regulations promulgated thereunder.

**INDUSTRIAL SOLID WASTE.** All solid waste materials resulting from industrial or manufacturing operations or process of every nature, including organic wastes from canneries, slaughterhouses, packinghouses and other industrial food processing operations. This term includes refuse material resulting from cleaning up in connection with such industrial or manufacturing operations, and refuse material resulting from offices, stores, lunchrooms, warehouses or other operations established in conjunction with such industrial or manufacturing operations, and excludes hazardous waste.

**MEDICAL WASTE.** Any material identified by state or federal regulation as medical, bio-hazardous or pathological waste, and subject to special handling and disposal regulations.

**MULTIPLE RESIDENTIAL.** Residential establishments consisting of five or more residential units.

**NON-PORTABLE RECEPTACLE.** A stationary dumpster of a type that can be mechanically hoisted by a refuse collection vehicle, and with specifications established and approved by the city and the necessities of health and safety. **NON-PORTABLE RECEPTACLES** shall be of all-weather material of a sufficient size and capacity to eliminate overflowing, and secured to prevent unauthorized access.

**PARTICIPATING UNIT.** Any premises receiving services from the designated collector as provided for in § 54.09.

**PERSON IN CHARGE.** The owner, proprietor, occupant or agent in charge of any premises, whether an individual, partnership, corporation or business entity.

**PREMISES.** A parcel of land within the city, which includes rights-of-way or legal easements, separated from adjacent parcels of land by legal description.

**RECYCLABLE MATERIALS.** Materials separated from solid waste for the express purpose of preparation for and delivery to a secondary market or other use. For purposes of this chapter, **RECYCLABLE MATERIALS** shall, at a minimum, include plastic bottles, polystyrene, newsprint, container glass, tin/steel cans, aluminum, aerosol cans, corrugated cardboard boxes, magazines and junk mail. Additional **RECYCLABLE MATERIALS** may be collected, provided they are properly collected, transported and recycled in accordance with all applicable laws and regulations.

**REFUSE.** The same as **SOLID WASTE**.

**RESIDENTIAL UNIT.** A building, or portion thereof, designated for occupancy exclusively for residential purposes, and having cooking facilities and separate sanitary facilities, not including a licensed nursing home.

**RUBBISH.** The miscellaneous waste materials resulting from housekeeping and ordinary mercantile enterprises, including materials such as packing boxes, cartons, excelsior, paper, ashes, cinders, glass, metal, plastic and rubber, and excluding hazardous waste.

**SOLID WASTE.** Garbage and rubbish. This term does not include human body waste, liquid waste, materials that have been separated either at the source or at a processing site for the purpose of reuse, recycling or composting, or any material that has been identified by state or federal regulation to be unsuitable for disposal in a Type II sanitary landfill or its state-designated equivalent.

**TYPE II SANITARY LANDFILL.** As defined in Part 115 of Public Act No. 451 of 1994, M.C.L.A. §§ 324.101 to 324.90106, as amended from time to time, or a state equivalent designation.

**YARD WASTE.** Grass clippings, brush trimmings and branches under six inches. **YARD WASTE** does not include leaves.

**YARD WASTE COLLECTION.** The **YARD WASTE COLLECTION** service provided by a licensed contractor or designated collector for a designated number of months each year, for example, April 1 to November 30.

**YARD WASTE CONTAINER.** A container specifically identified by the city as suitable for the collection and disposal of yard waste.  
(Ord. 04-2012, passed 9-4-2012)

#### **§ 54.03 DISPOSAL OF SOLID WASTE GENERALLY.**

A person shall dispose of his solid waste and segregate items as provided in this chapter, or as specified by subsequent resolution of the City Council, from all other solid waste produced, and shall separately bundle or contain such items for proper disposal and collection, in accordance with the provisions set forth in this chapter.  
(Ord. 04-2012, passed 9-4-2012)

#### **§ 54.04 ACCUMULATION OF SOLID WASTE.**

(A) *Accumulation of refuse or garbage.* No owner and/or person in control of a residential unit, commercial establishment or industrial facility shall permit the accumulation of refuse, garbage or solid waste upon his or her premises for a period that would pose a health hazard, subject adjacent property occupants to unreasonably offensive odors or become a public nuisance. The accumulation of refuse, garbage or solid waste for a period in excess of seven days shall be prima facie evidence of posing a health hazard and creating a public nuisance. The terms of a lease shall not excuse either the property owner or the tenant from complying with the requirements of this section.

(B) *Composting storage.* Leaves, yard waste and vegetable waste may be stored for composting purposes as long as they do not harbor rodents, subject adjacent property owners to an unreasonably offensive odor, or become a public nuisance, provided compost is stored in the rear yard and located not closer than ten feet from the property line.

(C) *Alternate means of disposal.* Residential units that are not participating units are required to provide alternative means of disposing of solid waste. Only a licensed contractor can collect and transport domestic solid waste or recyclable materials in the city.  
(Ord. 04-2012, passed 9-4-2012)

#### **§ 54.05 UNAUTHORIZED DUMPING AND LITTERING.**

Except as permitted by the city's brush and leaf pickup policy, it shall be unlawful for any person to throw or deposit any refuse upon or into any street, right-of-way, alley or waterway. It is also unlawful to place or permit the placement of any portable or non-portable container upon another's property, public or private, without the permission of the owner, proprietor, occupant or agent in charge of such property. Even with such permission, portable containers not belonging to a participating unit shall not be placed or permitted upon the property of a participating unit for disposal by the designated collector without the designated collector's express consent.  
(Ord. 04-2012, passed 9-4-2012)

#### **§ 54.06 PRE-COLLECTION REQUIREMENTS; SEPARATION; CONTAINERS.**

(A) *Pre-collection; separation and container regulation.* All persons within the city who place the following items for disposal, removal or collection shall do so in strict conformity with the following regulations:

(1) *Solid waste.* Solid waste shall be separated and contained in an approved container.

(2) *Yard waste.* Yard waste shall be separated as required by the city and contained in an approved container.

(3) *Bulk refuse.* All bulk refuse shall be separated and must be removed using an approved method. Approved methods of removal shall be limited to:

(a) Arrangements with the contractor; or

(b) Private arrangements to transfer the bulk refuse to an appropriate disposal site or facility.

(4) *Recyclable material.* All recyclable material shall be separated and contained in a recycling container furnished by the contractor.

(5) *Industrial solid waste.* All industrial solid waste shall be collected by collectors privately contracted for by the industrial user, and shall otherwise comply with the provisions of this chapter.

(6) *Discarded household, construction and demolition debris.* All discarded household, construction and demolition debris shall be separated and collected by contractors privately contracted for by the person who produced the waste, and shall otherwise comply with the provisions of this chapter.

(7) *Hazardous waste.* All hazardous waste shall be separated and collected by collectors privately contracted for by the person who produced the waste, and shall otherwise comply with the provisions of this chapter.

(8) *Medical waste.* All medical waste shall be separated and disposed of in accordance with all applicable state and federal regulations, shall be collected by contractors privately contracted for by the person who produced the waste, and shall otherwise comply with the provisions of this section.

(9) *Grease inceptor waste.* All grease inceptor waste shall be separated and disposed of in accordance with all applicable state and federal regulations, shall be collected by contractors privately contracted for by the person who produced the waste, and shall otherwise comply with the provisions of this section.

(B) *Use of unapproved containers.* Items placed in an unapproved container will not be picked up, unless otherwise provided in this chapter.

(Ord. 04-2012, passed 9-4-2012)

#### **§ 54.07 RECEPTACLES.**

(A) *Maintenance.* The owner, person in charge, or occupant of a building, house or structure where domestic solid waste accumulates shall maintain proper refuse receptacles as defined in this chapter, and shall place, or cause to be placed, in such receptacles all domestic solid waste accumulating on the premises, provided that bulk refuse, recyclable materials and yard waste may be stored in a condition properly prepared for collection as specified in this chapter.

(B) *Residential.* The person in charge of every residential building having four or less residential units shall maintain and keep clean proper receptacles to house domestic waste.

(C) *Commercial, industrial and multiple residential.* The person in charge of a building consisting of five or more residential units, and every building used as a commercial or industrial business, shall provide and keep clean and in place, proper receptacles of a portable type as defined in this chapter, provided that if the city determines that portable receptacles are not practical for a multiple dwelling, commercial or industrial business, it may authorize the use of non-portable receptacles as defined in this chapter.

(D) *Portable receptacles.* Portable receptacles for domestic solid waste shall be of metal, fiberglass, plastic or other substantial construction approved by the city. Such receptacles shall have handles and tight-fitting covers, and shall not exceed 96 gallons each in capacity.

(E) *Non-portable receptacles.* It shall be the responsibility of the property owner or agent being serviced to maintain the non-portable receptacle area free of odors, scattered or overflowing debris and all other nuisances. All garbage shall be properly wrapped or placed within a closed plastic bag before it is placed in a non-portable receptacle. The city may at any time order the relocation or screening of a dumpster if it is deemed to be interfering with the health, safety or well being of others.

(F) *Location.* All non-portable receptacles shall be placed and collected in a location designated by the city. Such receptacles shall be located so that the permitted collectors will not have to trespass on the private property of another in order to pick up such receptacles. In no event shall non-portable receptacles be placed in or upon public property, easements or public rights-of-way. All portable

receptacles shall be stored upon the premises, and shall not be set out for collection prior to 12:00 p.m. proceeding the day of collection, and after the receptacles are emptied they shall be returned to their place of storage on the same day collections are made. No empty portable receptacles shall be stored on city property, including the public right-of-way, sidewalks and streets.

(G) *Nonconforming receptacles.* Receptacles that are badly broken or otherwise fail to meet the requirements of this chapter may be classified as rubbish and, after due notice to the owner and contractor/collector, may be ordered by the city to be collected as rubbish by the contractor/collector. (Ord. 04-2012, passed 9-4-2012)

#### **§ 54.08 CONTRACTOR REGISTRATION.**

No person shall engage in the business of collecting, transporting, delivering or disposing of solid waste, bulk refuse, commercial or construction debris, garbage, hazardous or industrial solid waste in the city without first obtaining a business license from the city as provided for in § 110.02 of the city code.

(Ord. 04-2012, passed 9-4-2012)

#### **§ 54.09 CONTRACTS.**

(A) *Grant of exclusive contract.* The city may by resolution grant an exclusive, revocable contract to a designated collector, giving it the right, power and authority to collect domestic and/or commercial solid waste, recyclable materials, bulk refuse and yard waste as described herein within the city. The designated collector shall receive no compensation from the city, but shall be permitted to enter into private contracts for the collection of solid domestic waste and other services authorized herein.

(B) *Intergovernmental agreement.* The city may by resolution enter in to an intergovernmental agreement with one or more units of local government for the purpose of designating a collector and giving it the right, power and authority to collect domestic solid waste, recyclable materials, bulk refuse and yard waste as described herein within the city.

(C) *Renewal of contract.* Any agreement the city enters into with the designated collector, or renewal extension or amendment thereto, is subject to revocation at the will of the City Council.

(Ord. 04-2012, passed 9-4-2012)

#### **§ 54.10 TRANSPORTATION OF WASTE MATERIALS.**

(A) *Mode of transportation.* The transportation of all garbage, offal or rubbish or other waste materials through the streets, alleys or thoroughfares of the city shall be conducted in a manner that does not create a nuisance. It shall be unlawful for any person to transport, cart, carry or convey through or over any of the streets, alleys or public places of the city any unwanted garbage, refuse or food containers without the approval of the city. It shall be unlawful for any person to transport or otherwise convey through or over any of the street or public places of the city any rubbish or other waste material, except under written regulations or with the written consent of the city, except rubbish or waste material accumulating on property owned or controlled by him or her, and then only by approved methods of conveyance.

(B) *Conveyance vehicles.* Vehicles conveying waste must be of such construction and operated in such a manner that the contents shall not spill upon the public right-of-way or public property. Such vehicles shall be watertight and covered.

(C) *Collection schedule.* All solid waste contractors who maintain a regular schedule for collection activities within the city shall file that schedule with the City Clerk.

(D) *Collection times.* All solid waste contractors shall schedule their collection activities so that they occur within the hours of 7:00 a.m. and 7:00 p.m. local time, Monday through Saturday.

(E) *Collection days.* The City Council may establish by category of waste being collected the day or days of the week that solid waste contractors may operate within the city.

(Ord. 04-2012, passed 9-4-2012)

#### **§ 54.11 FEES.**

Charges for the collection and disposal of domestic solid waste and materials shall be billed by the designated collector directly to the residential unit or participating unit owner or occupant at a rate outlined in the collector's contract with the city.

(Ord. 04-2012, passed 9-4-2012)

#### **§ 54.12 PROHIBITED WASTE.**

(A) *Prohibited waste.* It shall be unlawful for any person to place any material in a container or receptacle that might endanger the collection personnel, or to deposit or deliver to a disposal site any hazardous material, waste material that would be detrimental to the normal operation of collection, incineration, recycling or disposal, such as gaseous, solid or liquid poison, dead animals, ammunition, explosives, flammable liquid, un-drained garbage of a liquid or semi-liquid nature, whether in containers or not, concrete, dirt, automobile or equipment parts, or any material that possesses heat sufficient to ignite any other collected materials. No motor vehicles shall be dumped or abandoned at any disposal site.

(B) *Prohibited placement.* It shall be unlawful for any person to place yard waste, bulk refuse, hazardous waste or other waste specifically required to be separated from solid waste by this chapter, in a refuse container for the purpose of refuse collection, removal or disposal, or not otherwise dispose of such item, except in conformance with the provisions of this section.

(C) *Unauthorized use.* No person shall dump or place garbage, rubbish or refuse in a dumpster, bin or other container located on the property of another person leased, owned or maintained by that person without the authorized permission of that person. All violators will be prosecuted to the fullest extent allowed by law and/or provision of this chapter.

(Ord. 04-2012, passed 9-4-2012)

#### **§ 54.13 ENFORCEMENT.**

Enforcement of this chapter shall be the responsibility of the City Manager or his or her designee. The city is authorized and directed to establish and promulgate reasonable regulations as to the manner, days and times for the collection of waste or recyclable materials. The City Council may, by majority vote, change, modify, repeal or amend any portion of this chapter. Designated city officials charged with the enforcement of this chapter may be authorized to issue citations or notices for violations relative to any part of this chapter.

(Ord. 04-2012, passed 9-4-2012)

#### **§ 54.14 RULES AND REGULATIONS.**

The city may promulgate rules and regulations to carry out the provisions of this chapter.

(Ord. 04-2012, passed 9-4-2012)

#### **§ 54.99 PENALTY.**

(A) Any person, firm, corporation, trust, partnership or other legal entity that violates or refuses to comply with any provision of this chapter shall be responsible for a municipal civil infraction and shall be punished by a civil fine in accordance with §§ 34.01 through 34.07 of this code.

(B) Each day that a violation of this chapter continues to exist shall constitute a distinct and separate offense, and shall make the violator liable for the imposition of fines for each day.

(C) Any violation of the provisions of this chapter shall constitute a nuisance per se, and the foregoing penalties shall be in addition to the abatement of the violating condition and injunctive or other relief that may be ordered by the court as prescribed by the laws of the State of Michigan for the abatement of a nuisance designated as a municipal civil infraction.

(Ord. 04-2012, passed 9-4-2012)



## SECTION 8 WORKER'S COMPENSATION CERTIFICATION

- ☐ I hereby certify that effective the date of this contract with the City of Douglas and at all times in the performance of such contract that:

I have and will maintain in full force and effect the Workers Compensation Insurance in compliance with the laws of the State of Michigan, and will provide a Certificate of Insurance to the City upon request, with the following insurance company:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Agent's Name, Address, and Telephone Number

\_\_\_\_\_  
Policy Number and Effective Date

OR

- ☐ I will perform said contract myself and do not have and will not have any employee or employees assisting me with the performance of the contract and am not required by the Laws of the State of Michigan to obtain and maintain a Worker's Compensation Insurance in the performance of this contract.

I understand that this statement is made as a material part of the contract, which I have, or will execute, with the City of Douglas.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date



## SECTION 9 RPF EVALUATION FORM

Reviewer Name: \_\_\_\_\_

### **INSTRUCTIONS TO EVALUATORS:**

Per City Charter – Public servants shall treat public office as a public trust, using the powers and resources of public office only to advance public interests, and not to attain personal benefits or pursue any private interest incompatible with the public good. Public servants shall employ independent, objective judgement in performing their duties, deciding all matters on the merits, free from conflicts of interest and apparent improper influences.

The Evaluator understands that it is the intent of the City of Douglas to enter into a contract with the Contractor whose proposal is the most conforming of this solicitation and will be most advantageous to the City of Douglas, provided it has been submitted in completion and accordance with the proposal requirements. If a proposal is selected, it will be the most advantageous regarding customer service, the rate structure, the Contractor's experience and qualifications, and capabilities to provide the specified services, and other factors which the City of Douglas may consider. The City expressly reserves the right to accept an offer other than the lowest responsive cost to the City and reserves the right to negotiate any terms prior to award. If acceptable terms cannot be negotiated, the City will abandon the negotiations and begin negotiations with the next ranked proposal until agreeable terms are concluded. City Council has the sole authority to award contracts at their pleasure.

Evaluators will use the attached form to evaluate proposals. It is recommended that each evaluator read each proposal first. Then, do your evaluation during a second read of each proposal. In each category, rank either: **non-complaint, minimal compliance, compliant, exceeds compliance**. To assist in the evaluation process, please reference Section 4, Requirements. You may use a blank sheet to record key notes during your evaluation.

<b>Evaluation Factor</b>	<b>Proposer #1</b>	<b>Proposer #2</b>	<b>Proposer #3</b>	<b>Proposer #4</b>
Completeness of Proposal				
Rate Structure				
Experience and Qualifications				
Compatibility to Provide Service Requested				



## **CITY OF DOUGLAS REQUEST FOR PROPOSAL**

### **REFUSE COLLECTION AND DISPOSAL SERVICES ADDENDUM #1**

#### **Questions Asked By Potential Proposers:**

##### **How many residential users?**

According to our current hauler the City has 606 refuse carts, 404 recycling carts, and 45 residents using the yard waste service.

##### **How many multi family association?**

The City has 26 multifamily associations, however, not all associations use a common dumpster for refuse. Some multifamily associations use the cart system. The City has no record of size of refuse container or frequency of service pick up.

##### **How many units are in each association?**

Wilderness Ridge – 32	Wildwood Lane – 14	Westshore Woods – 18
Summer Grove – 76	Douglas Cove – 10	Tower Harbor – 61
Hidden Lakes – 4	Hidden Waters – 6	Cider Hill – 14
MeadowArgus – 14	Parkside Landing – 20	Riverview/Crest – 18
Swingbridge – 16	Singapore Harbor – 24	Friendship Lane – 22
Amity Meadows – 26	Amity Meadows #2 – 9	Douglas Harbor Village – 22
Enterprise Drive – 17	Northern Lights – 36	Douglas Townhomes – 5
Beacon Court Condo – 6	Center Park Place – 9	Downtown Condos – 18
Westshore Condos – 34	Vintage Views Condos - 5	

##### **How many commercial users?**

It is unknown at this time how many commercial units use our current hauler.

##### **Will the awardee of the contract have exclusive rights to haul for all residential?**

Per City Ordinance Chapter 54.09, Garbage and Refuse, Contracts:

*(A) Grant of exclusive contract. The city may by resolution grant an exclusive, revocable contract to a designated collector, giving it the right, power and authority to collect domestic and/or commercial solid waste, recyclable materials, bulk refuse and yard waste as described herein within the city. The designated collector shall receive no compensation from the city, but shall be permitted to enter into private contracts for the collection of solid domestic waste and other services authorized herein.*

##### **What is the current pricing for residential?**

Current pricing for residential refuse is under \$200 annually for a 96 gallon, once per week pick up.

##### **How many residential services stop in the winter months?**

The City of Douglas has approximately 51% of its residents listed as second homeowners, however, the City is unaware of how many suspend services during the off season.

**What day of the week is the current collection day?**

The refuse pick up schedule is currently on Mondays with recycling pick up on a 4-week rotation.

**Is the household hazardous waste portion of this contract mandatory to quote the entire RFP?**

No, the household hazardous waste portion of this request for proposal is not a mandatory service for the City but rather an additional service option. Medical and industrial hazardous waste is the responsibility of the respective business generating the waste.

**Are there preferred or suggested term arrangements for billing?**

The City has no term arrangements for billing. The awarded hauler will handle all billing directly with the customer.