

CITY OF CRYSTAL FALLS  
Request for Proposals (RFP)  
Weekly Curbside Collection of Residential and Select  
Commercial Solid Waste

**DESCRIPTION:**

The City of Crystal Falls, hereinafter referred to as "the City," is requesting bids for the exclusive right to provide collection of:

1. Solid waste on Monday of each week for all residential customers and select commercial customers.
2. The collection of public, single-stream recycling to be staged at a collection point to be determined by the city.

Bids for these collection services are for a seven (7) year period, anticipated to be July 1, 2018 through June 30, 2025.

**BID BOND IS REQUIRED.**

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FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION FOR BIDS, PLEASE

CONTACT: Crystal Falls City Manager  
Crystal Falls City Hall  
401 Superior Avenue  
Crystal Falls, Michigan 49920  
TELEPHONE: (906) 875-3212, ext 101

## STANDARD TERMS & CONDITIONS

### I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

#### A. Submitting bids

The bids shall be legibly prepared with ink or typed. Each Bidder must submit seven (7) copies of the proposal to the City by mail or email to the following address:

City of Crystal Falls City Manager  
Crystal Falls City Hall  
401 Superior Avenue  
Crystal Falls, Michigan 49920  
Email: [citymanager@crystalfalls.org](mailto:citymanager@crystalfalls.org)

No other distribution of bids is to be made by the Bidder.

Bids will not be accepted if transmitted by fax.

Bids will be accepted at the above address until the time and date specified below:

Closing Date/Time: May 11, 2018 at 12:30 pm CDT

All bids shall be submitted in a sealed and secured opaque envelope plainly marked, "**SEALED BID – CITY OF CRYSTAL FALLS GARBAGE SERVICES.**"

Late bids will not be considered under any circumstances.

#### B. RFP communications

All correspondence and contact with the City regarding this RFP must be addressed to:

Crystal Falls City Manager  
Crystal Falls City Hall  
401 Superior Avenue  
Crystal Falls, Michigan 49920  
TELEPHONE: (906) 875-3212, ext 101  
EMAIL: [citymanager@crystalfalls.org](mailto:citymanager@crystalfalls.org)

#### C. Discrepancies in RFP

If a Bidder becomes aware of any discrepancy, ambiguity, error, or omission in the RFP, it shall be reported immediately, in writing, to the City Manager who will determine the necessity for correction and further notification to prospective Bidders.

#### D. Withdrawal of bid

Bids may be withdrawn in person by a Contractor or his/her authorized

representative provided his/her identity is made known, he/she signs a receipt for the bid, and only if the withdrawal is made prior to the exact time set for the opening of bids. Bids shall be considered a commitment of the Contractor for which the City is legally entitled to performance in accordance with the contract contained herein.

E. Acceptance of bids

The contents of this RFP, its attachments, and the bid shall become contractual obligations if a contract ensues. Failure of the successful Bidder to accept these obligations may result in cancellation of the award.

F. Bid rejection

The City reserves the right to accept any bid, or reject any or all bids, or to postpone the bid opening date.

I. Bid opening

All properly identified bids shall be opened by the City Manager or his/her designee in the presence of others desiring to be present at **Crystal Falls City Hall, 401 Superior Avenue, Crystal Falls, Michigan 49920 at 1:00 pm on May 11, 2018** and shall then and there be available for public inspection.

J. Incurring costs

The City is not liable for any cost incurred by the Bidder prior to the signing of a contract.

K. Prime Contractor responsibilities

The selected Contractor will be required to assume responsibility for all services offered in its bid.

Further, the City will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any kind and all charges resulting from the contract. At no time shall this contract and the aforementioned services be assigned or subcontracted to another contractor without written approval from the City of Crystal Falls.

L. Disclosure

All information in a bid after opening is subject to disclosure under the provision of Public Act 442 of 1976, as amended, known as the "Freedom of Information Act." This Act also provides for the complete disclosure of contracts and attachments thereto.

All responses shall remain confidential and unopened until the opening of sealed bids by the Supervisor or other designated official on the date and time noted in this RFP. Thereafter, all responses shall be available for public inspection.

M. Selection criteria

The submitted bids will be evaluated and selection made by the City Council. The contract will be awarded by the City Council to a responsible Contractor

whose bids, conforming to this solicitation, will be most advantageous to the City with price and other factors considered. The City reserves the right to negotiate final service and price terms and to conduct interviews of Bidders. The criteria used to evaluate the bids will be as follows:

1. General qualifications and experience of the Contractor as related to the performance of the contract.
2. Overall component and service costs to accomplish program over the term of the proposed contract.
3. Any additional benefits to be furnished to the City and/or its residents.
4. The City reserves the right to waive or reject any or all bids and to select a firm with which to contract for these services on the basis of all relevant factors. The City further reserves the right to waive informalities and to make the award that, in the opinion of the Crystal Falls City Council, is in the best interest of the City and its residents.

N. Bid requirements and contents

All bids shall include the following:

1. Description of Bidder Organization - State the full name, address, phone number, and email address of the Bidder. Indicate whether you operate as an individual, partnership, private for-profit or private non-profit corporation; if a corporation, include the state in which you were incorporated and the names and addresses of the officers and board of directors. If doing business under another name, please provide all names under which the Bidder does business.
2. Qualifications - State in brief narrative form the Bidder's qualifications to perform the bid. The bid shall be legally signed by an official authorized to bind the Bidder to its provisions and shall contain a complete address of the Contractor given thereon.
3. Statement regarding Staff - Bidder shall demonstrate the ability to staff this project, which will enable the Bidder to perform contract obligations. Identify which individual is to be the designated field supervisor in the performance of the project along with that individual's cellular telephone number and email address.
4. Statement regarding Bidder's compliance with all state laws regarding licensing, transfer of materials, and disposal of solid waste.
5. Statement acknowledging that Bidder has read general requirements within this bid request and, in addition to all other state and federal laws bearing on Contractor's ability to provide service within City of Crystal Falls,

Contractor agrees to comply with all applicable City Ordinances and general requirements.

6. Statement regarding Contractor's compliance with specific legal requirements set forth in this document in Section II. E. General Requirements, Compliance with other legal requirements.

## 7. Certification

Bidder shall provide a certified statement that:

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - c. The Bidder certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.
  - d. The Bidder certifies that the firm will abide by the Copeland Anti-Kickback Act, Title 18, U.S.C. Section 874, June 25, 1948, Kickbacks from Public Employees, and any amendments thereto.
8. Statement regarding Contractor's acceptance of terms of contract to be executed by Contractor and the City of Crystal Falls upon award of Contractor's bid, including any provisions to which Bidder cannot agree. Please include proposed alternative language for any such provisions.
  9. Statement addressing Contractor's safety and environmental record.
  10. Statement regarding any adjudicated or pending civil claims or criminal cases or investigations, including judgments or settlements, in the Midwest (Illinois, Indiana, Michigan, Iowa, Minnesota, and Wisconsin) against the Bidder and any affiliates within the past 10 years alleging violations of state law, specifically environmental, safety and health (OSHA) concerns. Also include a statement regarding any pending or past lawsuits against Contractor by another municipality within the same ten-year period in the same Midwest region.

11. Statement indicating how Contractor will address residents' complaints, proposed time frame for resolution thereof, and what documentation will be provided in resolution of residents' problems.
12. Contractor should identify the time table for startup which will enable fulfillment of the contract. Describe any preparations necessary for Bidder to perform in accordance with this RFP and any ensuing contract.
13. Information regarding equipment – Bidder should provide information describing waste hauling vehicles, including typical truck weight and capacity, as well as wheeled containers available by size. In addition, a Bidder should indicate the mechanism by which vehicle compliance with road weight standards is verified for vehicles to be placed in service under the Contract.
14. Information regarding end of contract plan – Contractor bids should address the plan for collection of equipment, and contents, which must be collected within one-week of the expiration of the term of the contract.
15. Price Quote Data – Bidder is asked to provide price quotes for a eighty-four (84) month period. Quotes are requested per container size with the lid closed for quarterly and optional annual service for mixed waste, and for seasonal optional yard waste service. In addition, the cost of a second container is requested should residents desire more than one container for service. Pricing should be based on container size, annual or quarterly bill payment and selection by resident of additional containers and/or optional yard waste service. Indicate the frequency and proposed cost, if any, for changes in service such as container size adjustment at the request of a residential dwelling unit owner/occupant. Bidder shall also quote prices for individual bag service as well as cart service.
16. A statement regarding the submission of insurance certificates and a statement of compliance with Bid Section II. J. General Requirements, Insurance.
17. Performance Bond
  - a. As part of the contract to be executed between the City of Crystal Falls and the Bidder awarded the single hauler contract, the designated waste hauler should be prepared to furnish a corporate surety bond as security for the performance of the Contract to the City of Crystal Falls upon execution of the contract or at least thirty (30) days prior to commencement of its duties pursuant to its contract with the City if the contract has not been executed as of that date. Said surety bond shall

be in the amount of \$500,000.00 and made payable to the City of Crystal Falls. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract. The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Michigan.

b. Required endorsement. The bond shall contain the following endorsement:

“It is hereby understood and agreed that this bond may not be canceled by the surety nor any intention not to renew be exercised by the surety until sixty (60) days after receipt by the City by registered mail of written notice of such intent to cancel or not renew.”

c. Receipt of the sixty (60) day notice without prior receipt of any new surety bond, acceptable to the City, shall constitute a material breach of any contract entered into between the designated waste hauler and the City, granting the City the right to call in the bond.

18. Indemnification acknowledgement

As noted elsewhere in this RFP, a Bidder should be prepared to, as part of the contract, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its Council, officers, boards, commissions, volunteers, and employees against any and all claims, demands, suits, judgments, executions, liability, expense, debt, damages or penalty whatsoever, or any amount paid in compromise thereof (including, but not limited to, fines and costs, expenses for reasonable legal fees and disbursements and liabilities assumed by the City in connection therewith), arising out of or connected with the performance of waste hauling activities under the contract of any nature or by reason of negligence, actions, or omissions on the part of the Contractor, its agents, employees, and representatives.

Likewise, the City shall agree in the contract to indemnify and hold harmless the Contractor, its agents, employees, and representatives from all fines, costs, lawsuits, claims, demands, and actions of any kind or nature only by reason of any gross negligence on the part of the City.

19. Statement addressing how the Bidder’s quotes include anticipated fuel adjustments and the circumstances under which the Bidder would request an increase of service fee rates due to fuel cost adjustments not reflected in the initial eighty-four initial bid.

20. Refund policy statement – Bidder should describe the policy, procedure, and timing of the issuance of refunds should participating residents who have paid in advance move out of the City of Crystal Falls and no longer require service.

21. References – Bidder is asked to supply three (3) municipal or community references and telephone and email contact information for those

references.

22. Eligible and Ineligible Mixed Waste Items – Bidder is asked to provide a list of items the hauler will and will not remove, e.g., construction waste, particular bulky items, or whatever is applicable. Any value added service which the Bidder may propose to offer should also be addressed. Direction as to how residents may dispose of ineligible items shall be addressed in Bidder's proposal.
23. Bidder shall submit proof of authorization to dispose of waste at a state-licensed disposal site.
24. Statement describing how residential mixed waste and optional yard waste collection routes might be established to minimize the number of days a week weekly residential mixed waste collection is offered within the City. Bidder shall endeavor to establish and arrange all collection routes by neighborhood. Contractor also shall agree to finalize routes within six (6) weeks of award of the contract and provide route maps to the City for publication on its website. In addition, the Bidder should acknowledge that, if selected as the Designated Waste Hauler, at a minimum of two weeks prior to the commencement of service under the contract, it shall provide residents with educational materials regarding route information and the collection process, eligible and ineligible items, general contact information, and the dispute and resolution process via regular US mail to each residential dwelling unit it will serve. Bidder shall be under a continuing duty to provide such information to new customers as well. Likewise, should the Designated Waste Hauler make adjustments to route information, the collection process, eligible and ineligible items, general contact information, or the dispute and resolution process, residents and new customers should be notified of changes via regular US mail.
25. Sample fliers or educational materials describing the contracted services, if any



## II. GENERAL REQUIREMENTS

### A. Discrimination Prohibited

The Contractor shall be an equal opportunity employer and prohibit discrimination in matters of recruitment, employment, training, promotion, wages, or discipline based on race, color, sex, age, religion, national origin, height, weight, marital status, familial status, veteran status, citizenship, handicap/disability, gender identity, sexual orientation, genetic information, or as otherwise in accordance with all Federal or State law, or local regulations.

Contractor agrees to comply with the Americans with Disabilities Act of 1990, as amended. Physically-challenged individuals may request front, back or side-door service provided they submit documented proof of their physical impediment to the Contractor. The Contractor's field supervisor shall make any and all final decisions of resident eligibility for front-, side-, or rear- door service with regard to physically-challenged individuals.

### B. Conflict of interest notice

No member, officer, nor employee of the Contractor and the Crystal Falls during their tenure or for one (1) year thereafter shall have any personal interest, direct or indirect, in an ensuing contract or the proceeds thereof.

### C. Independent Contractor

The ensuing contract shall not be construed to establish any employer/employee, master/servant, principal/agent relationship between the City and its representatives or employees and the Contractor. Contractor shall be considered an "independent Contractor."

### D. Contract personnel

The Contractor shall be responsible for providing all qualified personnel to implement the program. The Contractor will be solely responsible for the satisfactory work performance of its personnel as described within this RFP and will comply with all requirements regarding employee liability, workers compensation, employment insurance, and social security. In addition, the Contractor shall be solely responsible for payment of all employees' and/or subcontractors' wages and/or benefits. Contractor also agrees to provide adequate supervision over employees to ensure that residents are provided prompt and courteous attention.

The Contractor shall hold harmless the City of Crystal Falls and its respective officers,

officials, employees, agents and representatives from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City of Crystal Falls shall have the right to demand removal of and the Contractor shall remove from the program or route any personnel furnished by the Contractor for any reasonable cause such as abuse of program equipment and inappropriate behavior.

E. Compliance with other legal requirements

The Contractor agrees to assume complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of materials under the terms of the Contract. Copies of all permits will be provided to the City of Crystal Falls. The Contractor further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government and hold the City harmless from any violations therefrom.

The Contractor shall conduct operations under this Contract in compliance with all applicable federal, state, and local laws, regulations, and ordinances. The Contractor shall further meet all federal, state and local licensing and authorization requirements. Failure by the Contractor to maintain required licenses and certificates may be cause for immediate termination of the ensuing contract.

Contractor shall only deposit collected waste in an authorized EPA; MDEQ and/or MDNRE or their successor agencies' approved disposal site for such waste and shall hold the City of Crystal Falls harmless from any and all liability and cost in connection with such disposal.

F. Exclusivity

As permitted by the laws of the State of Michigan, the City of Crystal Falls is permitted to enter into an exclusive contract, with the mutual consent of a licensed, authorized Contractor, or to extend the term of such contract, with a Contractor as the City Council may deem best able to collect and dispose of residential dwelling unit mixed waste and optional yard waste in the City in accordance with the best interests of the City and its residents. The Contractor shall be the only waste hauler allowed to provide residential mixed waste and disposal services within the City, except as otherwise authorized in the contract attached and referenced within this RFP.

G. Transferability

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the

Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the responsibilities and liabilities of the Contractor.

#### H. Service Delay

The Contractor shall notify the City if service to customers will be delayed for any reason, such as, but not limited to, weather or equipment- related delays expected to last more than 4 hours in duration. Contractor will contact the City as soon as reasonably possible to provide information relating to service delays including the cause and shall provide the date and time when services will be restored.

#### I. Complaints

The Contractor shall provide residential dwelling unit customers with a phone number to be used for complaints and missed pick-ups and on which to leave after-hour messages for complaints and missed pick-ups. If Contractor does not have a local number, a toll-free number should be provided.

All complaints shall be given prompt and courteous attention and, shall be processed during the normal business day and within 24 hours.

In the case of an alleged missed scheduled collection, the Contractor shall investigate and, if the allegation is verified, shall attend to the missed collection the same day if notification was made before 2 pm. For notifications occurring after 2 pm, Contractor shall pickup a verified missed collection the following morning.

#### J. Insurance

1. The Contractor shall, at all times during the term of the contract, maintain in full force and effect Employer's Liability, Worker's Compensation, and Comprehensive General Liability Insurance, including contractual liability coverage.

2. As part of the bid submitted in response to this RFP, the Contractor is asked to acknowledge and agree that upon execution of the contract and no later than 6 weeks after execution of the contract, Contractor will furnish the City or its representatives with a certificate of insurance satisfactory to the City which includes the following:

a. City of Crystal Falls and the public officials and employees of the City shall be included as additional insured parties. All insurance shall be by insurers and for the policy limits acceptable to the City prior to the commencement of work

hereunder. Policies shall contain the following language: "It is understood and agreed that the following shall be additional insured: The City of Crystal Falls, all elected and appointed officials, all employees and volunteers; and boards, commissions and/or authorities and board members, including employees and volunteers thereof."

b. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellations or material change in policy affecting the Certificate holder, thirty (30) days prior written notice will be given to the Certificate holder."

c. The usual words in the cancellation clause of the insurance certificate which state "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be stricken.

d. The certificates shall show coverage in the following minimum amounts:

(1). Workers Compensation Insurance and Unemployment Compensation Benefits as required by law.

(2). Comprehensive general liability insurance policy with the broad form extended liability endorsement with policy limits of at least Five Million Dollars (\$5,000,000) per occurrence to include but not limited to, personal injury, bodily injury, property damage, automobile liability, and contractual liability.

3. Failure of the Contractor to provide the certificates of insurance or receipt by the City of a notice of cancellation of the insurance policy (ies) by the Contractor's insurance company (ies) shall constitute a material breach of the contract.

4. The Contractor shall procure and maintain for the duration of the agreement, vehicle insurance for any and all vehicles involved in the program naming the City as additional insured. The Contractor shall also carry and maintain, for the period of the contract as a minimum, the following insurance on its vehicles:

a. Michigan Personal Injury Protection Coverage required by law (Michigan No-Fault Insurance).

- b. Michigan Property Protection Coverage required by law (Michigan No-Fault Insurance).
- c. Residual Bodily Injury Liability Coverage subject to a limit of liability of not less than One Million Dollars (\$1,000,000) per each occurrence.
- d. Residual Property Damage Liability Coverage subject to a limit of liability of not less than One Hundred Thousand Dollars (\$100,000) per each occurrence.

**K. Office**

1. The Contractor shall maintain an office and/or other such facilities through which it can be contacted. It shall be staffed by a responsible person available for telephone contact by City residents from 8:30 a.m. to 5:00 p.m. on regular collection days.
2. Contractor shall provide the name and contact information (cell phone number and email address) of the supervisor responsible at this office during office hours to the City.
3. Contractor shall also provide the City with an emergency contact name and cell phone for emergency purposes and at times outside of standard office hours.

**L. Contract extension**

The contract may be extended twice for an additional two-year term for each extension provided the Contractor and the City agree in writing to the terms and conditions of said extension. The awarding of the contract in no way guarantees the continuation of a contractual relationship beyond the initial contract period. The contract must be rebid if the initial contract is not extended or after a final extension is exercised.

**M. Contract termination**

Other than in cases of material breach, the ensuing contract may be terminated at will by either party by giving one-hundred eighty (180) days' notice in writing to the other party by certified mail. Such termination shall not relieve either party of any obligations incurred prior to the effective date of termination.

**N. End of Contract**

The ensuing contract will address agreed-upon terms for the collection of containers and contents therein at the end of the contract term. Pick up of such containers is required within one week after the contract period expires.

### III. PROJECT SPECIFICATIONS

#### A. Scope of services solicited

1. The Contractor shall provide curbside services for all residential mixed waste. The Contractor will not be allowed Sunday collection and the preferred collection day shall be on Monday of each week. The pickup and removal of hazardous waste and of recyclables in accordance with the City's Household Hazardous Waste and Residential Recycling Program is not included in these services.

Residential mixed waste collection is for:

a. residential mixed waste collection (as defined by the Ordinance) each week; and

2. Mixed waste is defined as: a mixture of solid waste, refuse, rubbish, and garbage generated by a residential dwelling unit.

3. A draft ordinance is attached as Attachment B.

#### B. Background and Current Household Participation

The City's collection programs are currently available to approximately 900 residential dwelling units. Additional multi-unit collection locations are possible as the City's population grows or as locations currently utilizing commercial collection services opt for residential pickup.

#### C. Curbside collection frequency and acceptable mixed items

##### 1. Residential mixed waste

a. Mixed waste will be collected weekly in Contractor-provided, variable-sized (Medium and large) mixed waste ("garbage") containers as well as an option to purchase bags from the City of Crystal Falls at either Crystal Falls City Hall or at another designated point of sale. The cost of the service for the containers shall be progressive, with the cost for the smallest container being less than the cost of a larger container. The volume of mixed waste collected will be limited to the capacity of the container with the lid closed. Residents wishing to discard more mixed waste will be able to pay for an additional container or additional bags. Contractor shall provide frequency and proposed cost, if any, for changes in services, such as container size adjustments at the request of a residential dwelling unit owner/occupant.

b. Curbside residential mixed waste collection service with the City's designated Contractor will be mandatory for residential dwelling units as defined by the Ordinance. The choice of cart or bag service shall be left to the resident.

2. Non-conforming waste – Any form of waste material not collected because of non-conformance to City, County, State, or Federal requirements, shall be tagged by the Contractor with a notice stating the reason the collection was not made. Tags shall be supplied by the Contractor and be uniform in nature and highly visible.

D. Collection location

1. Property owners and residents of the City shall deposit materials for curbside collection in approved containers with lids closed upon the property owned or occupied by such parties on or at the side of a public or private road or alleyway adjacent to the abutting private property near the edge of the unimproved public right-of-way abutting such properties the day before scheduled pick up. Containers shall not be placed in the road.

E. Payment for services

1. The Contractor will bill and collect fees on a monthly basis from the City of Crystal Falls only with regard to residential service.

2. All service contracts with residential mixed waste and optional yard waste generating residential dwelling units must expire coincident with the contract period and shall not extend beyond its expiration.

F. Existing Contracts

Owners/occupants of residential dwelling units within the City are required to utilize the City's Designated Waste Hauler for residential mixed waste and optional seasonal yard waste collection by no later than April 1, 2016.

IV. CONTRACTOR RESPONSIBILITIES

A. Equipment

The Contractor shall be responsible for providing and maintaining all the equipment necessary to conduct and implement the program, including wheeled collection containers delivered to participants. The Contractor also shall provide an adequate number of vehicles and equipment necessary to perform the regular collection services required under the Contract. All vehicles and other equipment shall meet federal and state requirements and be kept in good repair, appearance and sanitary condition at all times. Each vehicle shall be clearly identified on each side with the name and telephone number of the Contractor. Equipment and vehicles found to violate these requirements shall be removed from service immediately and replaced with acceptable equipment.

B. Collection Containers

The Contractor shall provide suitable containers approved by the City which shall clearly contain thereon the hauler name and telephone contact number. Neither the City nor residents shall be obligated to purchase any wheeled

containers at the termination of the contract period. The contractor shall also furnish trash bags that may be purchased by those residents that choose to purchase bags from the city to dispose of waste on a weekly basis.

C. Hours of Operation

Collection of Residential Solid Waste shall not begin before 7:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be affected only 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 day due to unusual circumstances.

D. Holidays

1. The following shall be recognized holidays for the purpose of this Contract:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. The Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection on the holiday, but such decisions do not relieve the Contractor from its obligation to provide collection service at least once per week. When a collection day and a holiday – as set forth above – coincide with one another, the contractor shall provide for pickup the day after the aforementioned holiday.

E. Complaint Resolution

With Contractor's bid, the Contractor shall provide a statement as to its process for resolving customer complaints and disputes. If Contractor's bid is accepted, Contractor is required to keep the City up-to-date as to any changes to its dispute and resolution process.

F. Performance standards

The Contractor will be responsible for program management.

All vehicles shall be operated in accordance with applicable laws of the State of Michigan and local ordinances.

Service shall be provided as scheduled. Contractor will contact the City as soon as reasonably possible to provide information relating to service weather or equipment-related delays expected to last more than 4 hours in duration including the cause and shall provide the date and time when services will be restored.

Program personnel must maintain a courteous attitude at all times during actual operation of the program.

All complaints and/or operational problems must be fully investigated,



documented, and reported to the City at least one time per week. Failure to provide services in accordance with the contract shall be considered a material breach.

G. Dispute and Resolution Process

The Contractor shall provide the City with a telephone number, name, and email address of at least one field supervisor for the reporting of and timely disposition of problems and/or complaints. In addition, the Contractor shall provide the City, in writing, with at least two (2) emergency numbers and (1) alternate emergency telephone number for the purpose of contacting the Contractor in case of serious 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 allegations are verified, shall arrange for collection of the Residential Mixed Waste or Optional Yard Waste not collected within twenty-four (24) hours after the complaint is received as specified in II. I.

H. Penalties

Contractor/Bidder understands that the City will request a liquidated damages clause to be placed into the Contract allowing up to a \$1,000 per day charge to be imposed upon the Contractor for each day that the Contractor fails to collect materials on the advertised day(s), except for legal holidays.

I. City's Right to Modify Contract

The City reserves the right to negotiate with the Bidder/Contractor for a change in terms of the Contract before and during the term of the Contract and to make adjustments relative to the implementation of a desired change. If the City and the Bidder/Contractor are unable to agree on a revised contract, the other provisions as to termination of the contract may be employed.

J. Breach of Contract

Any Contract entered into with the Designated Waste Hauler shall define breaches of contract and shall provide remedies for the same.

K. Education

If the Contractor/Bidder has educational materials available at the time of bid submission, such materials are desired to be submitted with the RFP.

AFFIDAVIT OF NON-DISCRIMINATION

\_\_\_\_\_ hereby certifies

(Company)

that it will not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, sex, age, religion, national origin, height, weight, marital status, familial status, veteran status, citizenship, handicap/disability, gender identity, sexual orientation, genetic information, or as otherwise in accordance with all Federal or State law, or local regulations. Further, the company will, in all advertisements for employment, identify itself as an Equal Opportunity Employer.

\_\_\_\_\_ further certifies

(Company)

that it will not discriminate against occupants of residential dwelling units because of race, color, sex, age, religion, national origin, height, weight, marital status, familial status, veteran status, citizenship, handicap/disability, gender identity, sexual orientation, genetic information, or as otherwise in accordance with Federal or State law, or local regulations, in the provision of services under the contract with the City of Crystal Falls.

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name, Print) (Title)

\_\_\_\_\_  
(Company Name) (Phone)

\_\_\_\_\_  
(Address)

# **Attachment**

# **A**

**ORDINANCE NO. 1.14 - A****AN ORDINANCE TO AMEND ORDINANCE 1.14 OF THE CITY OF CRYSTAL FALLS TO REGULATE THE DISPOSAL OF SOLID WASTE AND TO PROVIDE PENALTIES FOR VIOLATIONS**

The City of Crystal Falls Ordains:

Section 1. Amendment. Ordinance 1.14 of the City of Crystal Falls is amended to read in its entirety as follows:

**Sec. 1. Definitions.**

The following words and phrases have the meanings ascribed to them when used in this ordinance:

- (a) *Act 451* means Public Act. No. 451 of 1994, MCL 324.101 *et seq.*
- (b) *Bulk item* means large solid waste items, including furniture, appliances, washers, dryers, heaters, carpet, wood, metal, construction and demolition debris not in excess of one cubic yard, and other items with a weight and volume greater than allowed for container collection.
- (c) *Container* means a vermin proof, watertight, wooden, metallic, plastic or masonry receptacle for the storage and placement of solid waste.
- (d) *City waste cart* shall mean a rigid container of a distinctive color bearing appropriate words indicating that the cart is intended to be used for collection by the City's designated waste hauler.
- (e) *Curbside* means a location near the traveled portion of the roadway or alley used for the collection of solid waste, recyclable materials or yard clippings.
- (f) *Designated waste hauler* means an entity that has entered into a contract the City to engage in the business of collecting of solid waste from residential generation sites and other program participants within the City and hauling, transporting or disposing of such materials.
- (g) *Generation site* means any premises in or on which litter is generated by any person.
- (h) *Hazardous waste* means waste or a combination of waste and other discarded material, including solid, liquid, semisolid or contained gaseous material, that because of its quantity, quality, concentration or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible illness or serious incapacitating but reversible illness, or may pose a substantial present or potential hazard to human health or the environment if improperly treated, stored, transported, disposed of or otherwise managed. Hazardous waste does not include material that is solid or dissolved material in domestic sewage discharge, solid or dissolved material in an irrigation return flow discharge, industrial discharge that is a point source subject to permits under section 402 of title IV of the Federal Waste Pollution Control Act, chapter 758, 86 Stat. 880, 33 USC 1342, or is a source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, chapter 1073, 68 Stat. 919.

- (i) *Non-residential generation site* means any generation site not classified as residential generation site.
- (j) *Premises* means any area of land used for residential, commercial, industrial or governmental purposes, separately or in combination, to which a separate street address, postal address or box number, tax roll description, or other similar identification has been assigned or is in use by a person having control of such area.
- (k) *Program participant* means the owner of any parcel that is a residential generation site and the owner of any non-residential generation site that elects to participate in the City's single-hauler waste collection and disposal service pursuant to section 2 of this ordinance.
- (l) *Recyclable materials* means materials such as clean and uncontaminated newspaper, corrugated cardboard, magazines, computer print-out paper, office paper, glass, plastic, metal, rubber, textiles, and any other material deemed to be recyclable by the designated waste hauler.
- (m) *Residential generation site* means all single-family residential structures and multi-family residential structures with four or less residential units per parcel.
- (n) *Solid waste* means garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings, municipal and industrial sludges, solid commercial and solid industrial waste, animal waste, and recyclable materials that have not been source-separated from the aforementioned items. Solid waste does not include body waste, liquid waste, materials that have been source-separated 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 sanitary landfill.
- (o) *Solid Waste Container* means a container or receptacle designed or used for depositing, storing, or accumulating solid waste for collection or transportation by a waste hauler.
- (p) *Tagged waste bag* shall mean a plastic garbage bag no larger than \_\_\_\_\_ in size with an attached tag bearing the city seal or other appropriate words indicating that it is intended for collection by the City's designated waste hauler.
- (q) *Waste hauler* means any person engaged in the business of collecting waste within the City and hauling, transporting or disposing of such materials.
- (r) *Yard waste* means leaves, grass clippings, vegetables or other garden debris, shrubbery, brush or tree trimmings less than four feet in length and two inches in diameter, that can be converted to compost humus. This term does not include stumps, agricultural wastes, animal waste, roots, sewage, sludge or garbage.

Words and phrases not otherwise specifically defined in this section shall have the meanings ascribed to them in Act 451, except where the context clearly indicates a different meaning.

## **Sec. 2. Single-Hauler Waste Collection and Disposal Program.**

- (a) *Residential generation sites.* Storage, collection, and disposal of solid waste from residential generation sites shall be in accordance with the following provisions:
  - (1) Except as set forth in this section, no person shall dispose of any solid waste generated from a residential generation site within the City other than by means of the designated waste hauler contracted by the City for such purpose.

- (2) Except as set forth in this section, no waste hauler except the designated waste hauler shall engage in the business of collection, transporting, delivery or disposal of waste generated by residential generation sites within the City.
  - (3) Solid waste shall be gathered, stored and placed in a City waste cart or in tagged waste bags within a closed solid waste container. Such carts and containers shall be shielded from public view except as provided in subsection (4) below.
  - (4) City waste carts and other solid waste containers may be placed curbside for collection no earlier than 5:00 a.m. on the day prior to the scheduled collection day.
  - (5) No person shall knowingly place hazardous waste or yard waste at the curbside for collection by the designated, and the designated waste hauler shall not knowingly collect or deliver hazardous waste or yard waste to a processing or disposal site.
- (b) *Elective participation by non-residential generation sites.* Non-residential generation sites that produce on average less than 100 gallons of solid waste per week may elect to participate in the City's single-hauler waste collection and disposal program by providing written notice to the City Clerk and acquiring either a City waste cart or bag tags. The regulations in subsection (a) above shall apply to all non-residential program participants.
- (c) *Recycling program.* The City shall provide at least one dumpster or other similar size container at a specified location where program participants may deposit recyclable materials for single-stream recycling. The designated waste hauler will collect deposited materials from the specified location or locations at regular intervals. All program participants are encouraged, but not required, to use this service.
- (d) *Yard waste and bulk items.* At least once per year, the City shall:
- (1) Collect yard waste placed curbside from all residential generation sites; and
  - (2) Arrange a time and location for program participants to deposit bulk items for collection and disposal by the designated waste hauler, subject to fees established by resolution of the City Council or by agreement between the designated waste hauler or by City.
- (e) *Rates and charges for single-hauler program.* Program participants shall pay for the services described above by one of the following methods:
- (1) Paying a monthly collection charge set by resolution of the City Council, which shall be included on the City utility bill; or
  - (2) Purchasing bag tags, at prices set by resolution of the City Council, from participating retailers.

**Sec. 3. Non-Residential Generation Sites.** Any person owning a non-residential generation site shall be responsible for securing an approved method of waste collection and disposal. Approved methods shall be limited to arrangements with a private waste hauler, transporting of an establishment's own solid waste to a state-approved disposal facility, or electing to participate in the City's single-hauler waste collection and disposal program as provided in Section 2 above.

**Sec. 4. Violations, penalties, and administrative regulations.**

- (a) *First offense.* Any person violating this ordinance shall be responsible for a municipal civil infraction, subject to the payment of civil fines of \$50.00 plus costs, for the first violation.
- (b) *Repeat offenses.* Any repeat offense within the same calendar year shall be subject to increased fines, as follows:
  - (1) First repeated offense shall be no less than \$150.00 plus costs.
  - (2) A fine for any second repeated offense or any subsequent repeated offense shall be no less than \$250.00 plus costs.
- (c) *Each day separate offense.* Every day that a violation occurs or continues shall be deemed a separate offense.
- (d) *Abatement.* Upon failure of any person to store or dispose of garbage or refuse in the manner set forth in this ordinance and when such improper storage or disposal creates or is likely to create nuisance by virtue of littering, odor, putrefaction, rodent or insect attraction, or broken or hazardous substances, the enforcing officer may take immediate steps to abate such nuisance.
- (e) *Administrative rules.* The City Manager may promulgate administrative rules and guidelines to implement this ordinance.

**Section 2. Effective Date.** This ordinance shall take immediate effect 30 days after publication, as provided in Section 2.12(c) of the City Charter. Further, this is an amendment to an ordinance previously adopted.

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**CERTIFICATION**

I certify this true and complete copy of Ordinance No. \_\_\_\_\_, adopted at a Regular Meeting of the Crystal Falls City Council held on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Tara Peltoma, City Clerk/Treasurer

**ADOPTION HISTORY OF ORDINANCE 1.14**

Original Adoption Date: 5/1/12

Amended: \_\_/\_\_/\_\_