

City of Holland

Bid Opportunity

2026 - 2031 Residential Materials Management Agreement

The City of Holland will receive sealed bids from prospective bidders to provide for the collection and disposal of residential rubbish, refuse, garbage and yard waste and for the collection, transportation and delivery of residential recyclables generated within the City of Holland.

Bids will be received in the Treasurer's Office until **2:00 p.m. on Monday, March 27, 2026**, at which time they will be publicly opened and read. You are invited, but not required, to attend the bid opening.

Each bidder shall submit four (4) hard copy and PDF/USB of the bid proposal and related documents for services under a five (5) year contract term, all according to the format stated in the Invitation for Proposals. The bid proposal and related documents must be submitted in a sealed envelope, plainly marked "Proposal: 2026 - 2031 Residential Materials Management Agreement, Holland, Michigan."

Bids are to be irrevocable for a period of one hundred twenty (120) days from the date of the bid opening, and they shall not be withdrawn, modified or altered after the bid opening.

In case of default by the selected bidder, the City of Holland may procure its requirements from another bidder, without going through additional bidding procedures, and it may hold the original bidder liable for any increased costs.

The City of Holland reserves the right to accept or reject any or all bids and to waive any defects, irregularities, informalities and/or inconsistencies in the bids received.

Lynn McCammon
Finance Director

2026 - 2031 Residential Materials Management Agreement - Holland, Michigan

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Section 1 - Invitation for Proposals

2026 – 2031 Residential Materials Management Agreement (“Agreement”)

The City of Holland, Michigan (“City” or “City of Holland”) is looking to designate a single hauler (“Contractor”) who can provide the following services in line with the community’s overall sustainability goals:

- Residential solid waste collection in carts and processing
- Residential recycling collection in carts and processing
- Residential yard waste collection in carts and processing (Optional)
- Bulky waste
- Project Pride

The City is inviting interested contractors to submit proposals to provide residential curbside solid waste, recycling and optional yard waste services to all Residential Service Users throughout the City beginning July 1, 2026, for a term of five (5) years, ending on June 30, 2031. The City shall then have an option, in its sole and complete discretion, to renew the contract for a term of another three (3) years via competitive re-negotiation or to re-bid the contract. Our residential program is mandated for all single-family units as well as all multiplex units - up to four units.

Key Dates:

The proposed schedule for this request for proposal (“RFP”) and the award of the contract is as follows:

1. RFP Issued Friday, February 24, 2026
2. Mandatory Pre-Bid Meeting Friday, March 6, 2026, at 2:00 p.m.
3. Last Day to submit Questions Friday, March 13, 2026
4. Final Addendum (if any) Issued Friday, March 20, 2026
5. RFP Submission Due Date Friday, March 27, 2026
6. City Council Award of Contract Wednesday, April 15, 2026
7. Contract EffectiveWednesday, July 1, 2026

Proposals are due on **Friday, March 27, 2026, at 2:00 P.M.** at the Treasurer’s Office, City Hall, 270 River Avenue, City of Holland, Michigan 49423. At that time, the proposals will be publicly opened, read, and acknowledged, after which they will be referred for staff evaluation.

Education and Evaluation Support

Additionally, the City is looking to partner with a Contractor who is willing to actively engage the community in education regarding the solid waste program and related outreach initiatives, along with the City and Holland Board of Public Works (“BPW”) staff, community partners and the City’s designated consultant. The City is seeking support for evaluating program performance to insure that high value materials are recycled and put back into the local and regional economies. Please provide an education and evaluation plan as part of the proposal.

Please provide data that will be provided to the City to evaluate program effectiveness including but not limited to:

- Participation – number of customers participating each week
- Contamination - images of contamination identified per cart tip and feedback mechanism for customer education
- Weights by commodity monthly and end markets to educate residents on where their recyclables are being reused.

Customer Service

The BPW will be providing general customer service and billing services, which will include addressing and processing complaints, service issues and general account maintenance for Residential Service Users. The Contractor will be responsible for responding to and resolving all customer complaints promptly whether received directly from a Residential Service User or through the BPW customer service office. The Contractor will also be required to submit a daily report of all customer complaints and the status of the resolution of those complaints. The Contractor shall provide a designated contact representative during all BPW normal working hours. The designated contact representative shall provide immediate acknowledgment of his or her receipt of a complaint. The Contractor is responsible for resolving all complaints received either directly from a Residential Service User or from the BPW within one (1) business day of its receipt of those complaints. Please provide a customer service plan to resolve complaints that is responsive to the BPW operations noted above.

Invitation:

The City invites proposals from prospective bidders to enter into a five (5) year Agreement to provide for the collection and disposal at a Licensed Type II Landfill (or other licensed landfill for the disposal of municipal waste) of residential rubbish, refuse, and garbage; for the collection and disposal of residential yard waste at a Department of Environment, Great Lakes, and Energy (EGLE) approved site; and for the collection, transportation and delivery of residential recyclables to a recycling facility. Comingling of residential recyclables with municipal waste shall be grounds for termination of Contractor staff. The City shall have an option, in its sole and complete discretion, to renew the Agreement for another three (3) years via competitive

re-negotiation or to re-bid the contract. It is the intent of the City of Holland to select one (1) contractor from the proposals received under this Invitation for Proposals.

Upon request, interested contractors may obtain copies of the proposal documents (bid package) from the City's Purchasing Coordinator, Lynn McCammon, Holland City Hall, 270 River Avenue, Holland, Michigan 49423. The proposal documents include: Invitation for Proposals (Section 1); Information for Bidders (Section 2); Bid Proposal (Section 3);; General Specifications (Section 4); and Special Specifications (Section 5).

Each bidder shall submit in four hard copies of the proposal and pdf (USB) of the bid proposal and related documents for services under a five (5) year contract term, all in accordance with the format stated below. Each hard copy proposal must be submitted in a sealed envelope.

On the front of each envelope shall be written the following words to the left of the address:

"Proposal: 2026 - 2031 Residential Materials Management Agreement, Holland, Michigan."

Each proposal must be submitted in the format outlined in Section 2 and on the proposal forms set forth in Section 3 of this document and must give all information required. Hard copies of the proposal must be signed on behalf of the bidder, and the acknowledgment must be taken in the form provided thereon.

The City of Holland reserves the right to accept or reject any or all proposals; to waive any defects, irregularities, informalities and/or inconsistencies in the proposals; and to select the proposal for a five (5) year contract term that best meets the needs of the City. This is not a Low Bid Contract.

Each bidder must submit with its proposal a bid deposit which shall be **a bid bond, a bank cashier's check or bank certified check in the amount of ten percent (10%) of the first year contract amount payable to the City of Holland ("Bid Deposit")**. The bonds, bank cashier's checks or bank certified checks of all bidders will be retained by the City until after execution of the Agreement with the accepted bidder.

Section 2 - Information for Bidders

- A. Background Information
- B. Proposed Schedule for Award of Contract
- C. Submission of Proposals
- D. Format of Proposals
- E. Supplemental Information
- F. Acceptance or Rejection of Proposals
- G. Execution of Agreement
- H. Failure to Execute Agreement
- I. Representations
- J. Interpretations and/or Addenda

A. **Background Information.**

The City of Holland has an estimated population of 35,023 based on the 2020 Census with approximately 12,997 residential households based 2024 Census data. The City has 159 miles of streets within an area of slightly more than 17.35 square miles. The tons of materials managed in 2025 is listed below.

	MSW/Rec	MSW	REC	YW
<u>2025</u>				
January	713.51	584.87	135.93	
February	637.39	479.95	88.75	
March	630.91	580.92	115.52	
April	738.02	636.56	122.01	111.02
May	828.50	700.07	132.64	250.22
June	724.71	637.81	131.58	202.62
July	779.38	688.80	120.64	164.48
August	767.27	629.67	105.11	137.62
September	745.09	632.95	112.14	151.20
October	760.42	646.74	113.68	178.06
November	684.48	579.74	104.74	120.48
December	762.17	630.60	131.57	

2025				
Total	8771.85	7428.68	1414.31	1315.70

Project Pride Tons

Year	Tons
Jan 2023 - Dec 2023	379.25
Jan 2024 - Dec 2024	405.69
Jan 2025 - Dec 2025	375.01

TOTALS November 2025	Cart Ownership	CARTs
32 Gal	Owned by the City	2,327
65 Gal	Owned by the City	3,654
90 Gal	Owned by the City	3,781
Yard Waste	Owned by the Vendor	2,739
90g Recycle	Owned by the City	9858

Multi Family Containers November 2025

- 2 Yd 4 Units = 3**
- 4 Yd 6 Units = 1**
- 4 Yd 8 Units = 1**
- 6 Yd 8 Units = 1**
- 6 Yd 16 Units = 0**

The areas of residential service collection (service zones) and the collection schedule for each service zone is described in Section 5, the Special Specifications, Paragraph 2.1, and in Section 27-7 of the Holland City Ordinance Code ("Code"), which may be amended from time to time. The collection of rubbish, refuse, and garbage and the collection of recyclable materials have historically been done at the same time on the same day with a single pass collection vehicle. The collection of yard waste has also historically been done on the same day as the collection of rubbish, refuse, garbage and recyclable materials, but not at the same time.

A bidder may propose an alternate collection system for the collection of recyclable materials, and a bidder may propose an alternate collection schedule (other than the five (5) day, Monday through Friday schedule) outlined in the Special Specifications, Paragraph 2.1, and Section 27-7 of the Code. If a bidder chooses to propose an alternate collection system for recyclable materials or an alternate collection schedule, or both, then the bidder shall provide its methodology and an explanation or rationale regarding how its proposed methodology achieves the City's goals. However, if an alternative methodology is accepted, then the final terms of any such proposal shall be subject to negotiation with the City and may require the passage of an appropriate ordinance amendment. Moreover, the City reserves the right to negotiate a different collection schedule with the selected bidder.

Bids are requested for the following:

A bid for the City-wide collection and disposal of rubbish, refuse, garbage and yard waste and the collection, transportation and delivery of recyclable materials from Residential Service Users and multi-family complexes as defined in Section 5, the Special Specifications, paragraph 1.2. under a five (5) year contract term. The City shall have an option, in its sole and complete discretion, to renew the contract for a term of another three (3) years via competitive re-negotiation or to re-bid the contract.

Note: The City reserves the right to review the successful bidder’s waste diversion performance against the waste diversion goals that have been established by the City, in agreement with the successful bidder. The City also reserves the right to end the contract if it is evident that the successful bidder has made little to no progress, as determined solely by the City, toward achieving the established waste diversion goals during the first three (3) years of the five (5) year Contract. However, the continuation of the contract is not contingent on successful completion of the established waste diversion goals.

The county is developing a Materials Management Plan (“MMP”) as required under Michigan state law. The City of Holland anticipates aligning the terms of this contract with those MMP goals to the extent practicable if and when the county MMP is adopted by the City and the county and approved by the State of Michigan.

B. Proposed Schedule for Award of Contract:

The proposed schedule for this RFP and the award of the contract is as follows:

- | | |
|---|-------------------------------------|
| 1. RFP Issued | Friday, February 24, 2026 |
| 2. Mandatory Pre-Bid Meeting | Friday, March 6, 2026, at 2:00 p.m. |
| 3. Last Day to submit Questions | Friday, March 13, 2026 |
| 4. Final Addendum (If Any) Issued | Friday, March 20, 2026 |
| 5. RFP Submission Due Date | Friday, March 27, 2026 |
| 6. City Council Award of Contract | Friday, April 15, 2026 |
| 7. Contract Effective | Wednesday, July 1, 2026 |

Except as otherwise set forth herein, no oral interpretation will be made to any bidder as to the meaning of the documents or any part thereof. A request for any interpretation must be in writing addressed and delivered to the City’s Purchasing Coordinator, Lynn McCammon, Holland City Hall, 270 River Avenue, Holland, Michigan 49423. Any such requests must be

received seven (7) or more days before the scheduled bid opening to be considered. A mandatory pre-bid meeting is scheduled in the City Council Chambers located on the 1st floor of City Hall, 270 River Avenue, Holland, Michigan. **All prospective bidders must attend. No Bid will be accepted unless the potential bidder 514**

attends the Pre-Bid Meeting. The meeting will commence promptly at 2:00 p.m., and questions regarding the bid package will be answered then. All questions need to be submitted through BidnetDirect <https://www.bidnetdirect.com/mitn/cityofholland/>. All Answers will be provided during the meeting and online through BIDnetDirect. There will be **no** communication outside, either in person or via direct e-mail from the staff at the City of Holland. The meeting will conclude promptly at 4:00 p.m.

C. Submission of Proposals.

The hard copies must be signed on behalf of the bidder. The acknowledgment must be taken in the form provided. In the case of a corporation, the proposal must be attested, and the corporate seal, if available, must be affixed to the hard copies. Each proposal should clearly identify any optional or additional items.

Attention is called to the fact that in making its proposal, the bidder not only offers to assume the obligations and liabilities contained herein, but also those imposed by the City in the Agreement, hereby expressly making the representations and warranties made therein. No effort is made to emphasize any particular provision of the Agreement, but the bidder must familiarize itself with every provision therein and its effect.

D. Format of Proposals.

Each bid proposal must be submitted in the following format:

* * *

Part 1: Information and Addenda

1.1 Each bidder shall complete Section 3 of this document. The following shall **also be** provided:

- a) If the bidder is a corporation: (1) a statement of the names and residences of its officers, directors, stockholders of five per cent (5%) or greater [if there is more than one (1) class of stock, then shareholder information shall be provided by class] and registered agent; (2) indicate if stock is nonvoting and whether preferred (liquidation or distribution preferences); (3) a certified copy of its Certificate of Articles of Incorporation and any amendments thereto (as of the date of the submission of the proposal); and (4) a Certificate of Good Standing.

b) If the bidder is a partnership: a statement of the names and residences of its partners, indicating which are general and which are limited partners, and a copy of the partnership certificate filed with the state.

c) If the bidder is a limited liability company ("LLC"): (1) a statement of the names and addresses of its members and registered agent; (2) a certified copy of its Articles of Organization and any amendments thereto (as of the date of the submission of the proposal); and (3) a Certificate of Status evidencing good standing.

d) If the bidder is an individual: a statement of his or her residence and a copy of any assumed name certificate filed with the county.

1.2 Each bidder shall provide the following information:

a) The undersigned hereby designates the following location as the office to which notices may be delivered or mailed:

b) The business telephone number of the undersigned is:

c) The name and telephone number of the designated contract representative of the undersigned is:

d) If a corporation or LLC, then the name and address of the registered agent of the undersigned is:

By signing this proposal, the bidder verifies that it has reviewed the bid package, knows and understands the minimum standards and mandatory requirements as set forth in the bid package, and is willing to comply with the same.

Signature of bidder/person authorized to sign on behalf of bidder:

Title: _____

Name of Corporation or LLC: _____

Address: _____

Telephone Number: _____

(If corporation, then place corporate seal here, if available.)

1.3 Should an addendum to the Agreement or the bid specifications be issued prior to the date established for receipt of proposals, a copy of the addendum or revised bid specifications shall be signed by the bidder and shall be attached to the hard copies of the proposal, submitted in a sealed envelope, and sent as a PDF (USB). If the bidder has already submitted its proposal when the addendum or revised bid specifications is or are issued, then the bidder shall sign a copy of the addendum or revised bid specifications and submit a hard copy in a sealed envelope and PDF (USB) to the City Treasurer to be attached to its submitted proposal prior to the date established for receipt of proposals (**Monday, March 27, 2026, at 2:00 p.m.**). By initialing and submitting a copy of the addendum or revised bid specifications, the bidder agrees that the terms of the addendum or revised bid specifications are incorporated into the Agreement. **The City of Holland shall have the right to refuse to consider the proposal of a bidder who fails to initial and submit a copy of such addendum or revised bid specifications prior to or at the date and time established for receipt of proposals.**

Part 2: Financial Information

2.1 Each bidder shall submit, as set forth below, the following financial data and information to the City in connection with its proposal:

- (a) Financial statements for the three (3) years prior to the year of the deadline of the submission of proposals (2023, 2024 and 2025) reviewed by an independent, certified public accountant.
- (b) A balance sheet reviewed by an independent, certified public accountant showing the net worth of the bidder as of a date not earlier than one hundred twenty (120) days prior to the date established for the receipt of the proposals (or in lieu thereof, a balance sheet showing the net worth of the bidder as of a date not earlier than the end of the preceding fiscal year of the Bidder and further showing that the present financial condition of the bidder is at least as good as that shown on the balance sheet submitted). The balance sheet or statement shall also note the name and address of the bidder's chief bank together with the name of the bank officer handling the bidder's account.
- (c) A written commitment from the bidder's bank indicating that the bank will issue an irrevocable Standby Letter of Credit to the Bidder in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) for a five (5) year contract, which Standby Letter of Credit shall be effective as of the date of the execution of the Agreement and shall continue and be maintained throughout the term of the Agreement. The Standby Letter of Credit shall require payment to the City in the event the bidder should fail to perform pursuant to the terms and conditions of the Agreement or if the City certifies the payment of liquidated damages for nonperformance of the Agreement. The written commitment for the irrevocable Standby Letter of Credit shall be submitted with the bidder's proposal.
- (d) The City reserves the right to request additional financial data and information from the bidder, which the bidder shall submit within the time frame established by the City, and the request may be for such data and information including, but not limited to, information regarding the bidder's operations, such as written verification that since the end of the preceding fiscal year of the bidder there has been no change in the assets, business, operations or financial condition of the bidder having a material adverse effect; that the bidder has conducted its business only in the ordinary course and in conformity with past practice; that the bidder has no undisclosed liabilities; that the bidder has filed all tax returns required to be filed, etcetera.

2.2 The submission of a proposal shall authorize the City to make reasonable inquiry with any bank of the bidder relating to the financial ability of the bidder to perform the Agreement. The City reserves the right to audit (or to appoint a competent representative to audit) the books and records of all Bidders in order to verify each bidder's financial responsibility. Any audit shall be at the bidder's cost and expense.

2.3 The financial information submitted by the bidder shall also contain an attorney's opinion from counsel for the bidder setting forth any pending litigation or any claims,

contingent or otherwise, for environmental liability against the bidder and whether existing insurance coverage of the bidder or its capital resources will pay a settlement or judgment within the anticipated level of liability incurred by the bidder in connection with this litigation or other pending claims.

2.4 If the bidder is a consortium of individual corporations or other business entities, then each corporation or other business entity making up the consortium shall submit to the City, or be prepared to submit to the City, the financial data and information as set forth above.

2.5 Each bidder shall submit a current Dun and Bradstreet report regarding its business entity.

Part 3: Minimum Standards and Requirements

Each bidder must clearly state its willingness to comply with the minimum standards and mandatory requirements of operation as set forth in the Agreement and General and Special Specifications.

Part 4: Optional Services

Each bidder must also clearly identify all optional services, if any, to be provided and discuss in detail the manner in which said services will be provided. If a bidder chooses to provide optional services, then those which will be provided shall be clearly identified, and the bidder shall discuss in detail the manner in which the optional services will be provided.

Part 5: Experience/Qualifications of Bidders

Each bidder shall submit the following information to the City:

5.1 Each bidder shall submit detailed information relating to its rubbish, refuse, and garbage collection and disposal services; the yard waste collection and disposal services; the recyclable collection, transportation and delivery services; and any other proposed, optional services, which the bidder has performed and is performing, including, but not limited to, two (2) personal and two (2) business references sufficient to enable the City to determine the bidder's operational responsibility and experience. The bidder may, at its option, provide additional municipal references for consideration by the City.

- (a) A bidder should have experience in the services required by the Agreement.
- (b) A bidder who fails to show sufficient past experience will be required to otherwise clearly demonstrate its ability to perform the required functions and to substantiate the satisfactory qualifications of all managerial and supervisory personnel to be employed to the satisfaction of the City. Such a bidder should submit narrative data to support this information.

5.2 Each bidder shall also submit an organizational structure for the administrative personnel who will be responsible for performing under the terms of the Agreement. If possible, then the bidder shall identify individuals by name and qualifications to fill key management and supervisory positions. All bidders shall identify a specific person (designated contract representative) who shall be responsible for managing and supervising the Agreement on a day-to-day basis and provide a local area code number for such person.

Part 6: Inability to Comply

Each bidder can submit comments, if any, on the terms and conditions of the Agreement and its inability to comply with the terms thereof.

Part 7: Explanation, Exception, And Addition

Each bidder can submit comments, if any, by way of explanation, exception, or additions to the RFP.

Part 8: Equipment

Each bidder shall submit a schedule describing the amount, type, and level of equipment to be utilized to perform the Agreement. The bidder may submit a statement which describes any type of equipment, operations (such as special containerization), and pick-up schedule which could, for example, make collection more efficient, improve the appearance of residential service collection in the City, or utilize fuel efficient and/or alternative fuel vehicles to reduce environmental impacts associated with the transportation of the material being collected.

Part 9: Complaints

Each bidder shall submit its proposal for resolving complaints which shall include a plan for communication and response that will assure the prompt resolution of complaints received in the field and those received and reported by the BPW. Pursuant to the Special Specifications, Paragraph 13, the Contractor is responsible for promptly acknowledging the receipt of complaints and promptly resolving all complaints within one (1) business day of its receipt of those complaints. The Contractor is also responsible for maintaining a daily complaint log and providing daily reports. The complaint resolution proposal must be approved by the City and BPW. At a minimum, the City requires a designated contract representative or local representative who is assigned to respond to complaints received in the field and those received from the BPW on a day-to-day basis for complaint resolution.

Part 10: Alternate City-Wide Pick-Up Schedule

Each bidder may submit an alternate, City-wide pick-up schedule. However, if a bidder proposes an alternate City-wide pick-up schedule on less than a five (5) day cycle or otherwise alters the current pick-up schedule, then the final terms of the alternate schedule shall be

subject to negotiation with the City and require the adoption of an applicable ordinance amendment if acceptable to the City.

Part 11: Special Services

A special services proposal should be submitted describing the Contractor's ability to offer services in unusual circumstances (such as emergency weather events) and the associated cost(s) that would be billed to the City for such services.

* * *

A. Supplemental Information.

At any time after the opening of proposals, the City may give oral or written notice to all bidders to furnish additional information relating to their qualifications to perform the obligations imposed by the Agreement. The City may also require interviews with bidders to clarify proposals. The requested supplemental information shall be furnished within ten (10) days after receipt by the bidders or such date as the notice may provide, whichever is later. The giving of the aforesaid notice to all bidders to provide additional information shall not be construed as an acceptance of a bidder's proposal.

B. Acceptance or Rejection of Proposals.

It is the intent of the City to make a decision regarding the award of the Agreement for a five (5) year contract term by the date shown in the proposal timetable. The City shall have an option, in its sole and complete discretion, to renew the contract for a term of another three (3) years via competitive re-negotiation or to re-bid the contract. The acceptance of a proposal will be exclusively through action by the City Council after which written notice of the selection and will be provided by an authorized representative on behalf of the City. No act other than written notice of the City of Holland, its agents or employees, shall constitute an acceptance of a proposal. No proposal will be deemed accepted until and unless confirmed by the Council of the City of Holland. The City reserves the right to reject any and all proposals and to waive any defects, irregularities, informalities and/or inconsistencies in any and all proposals.

In making its selection, the City reserves the right to consider the following factors (and others as it may deem appropriate) in evaluating the proposals received:

- 1) Experience of the bidder and its employees who will have overall management supervision as well as those persons who will have major responsibilities in the collection, administration, and level of staffing to be provided. Also, the bidder's plan for handling complaints (see Exhibit J of Section 3).
- 2) The bidder's financial condition to perform the Agreement and its ability to obtain adequate financing to perform those functions as specified herein.
- 3) An evaluation of the bidder's performance in comparable operations in which the bidder may be or may have been engaged.

- 4) Personal, professional, and municipal references.
- 5) The completeness and quality of the bidder's proposal.
- 6) The price of residential service and multi-family collection to be offered to Residential Service Users during the term of the Agreement. The City will use the following methodology in evaluating the proposals as to price. Each proposal will be costed out based upon the following data for Financial Year 2025:
 - Total number of refuse and recycling customers per week –

Those customers use a total number of refuse containers (carts) per week as listed in the table above.

The City specifically makes no representation or warranty as to the accuracy or reliability of the “number of such containers” that fluctuate on a *daily* basis.

At the present time a Multi Family Complex, as defined in the Special Specifications, Subparagraph 1.2(B), may contact the City to participate in the City's rubbish, refuse, garbage and recycling program as set forth in Chapter 27 of the Holland City Ordinance Code. Some Multi Family Complexes in the City have elected to participate in the City's rubbish, refuse, garbage and recycling program. Those customers use a number of containers as listed in the table above.

Evaluation Criteria

- 1) Familiarity with the collection system of the City, the nature of existing operations, and the area.
- 2) Demonstrated understanding of the required procedures.
- 3) Those additional criteria defining a “lowest responsible bidder” as set forth in Section 2-48 of the Holland City Ordinance Code, which as of the date of this RFP states:
 - a) *The bidder's ability, capacity and skill to perform the contract or provide the supplies, material, equipment or services required promptly, or within the specified time, without delay or interference.*
 - b) *The character, integrity, reputation, judgment, experience and efficiency of the bidder.*
 - c) *The bidder's previous and existing compliance with contracts, purchase orders or services.*
 - d) *The bidder's previous and existing compliance with laws and ordinances relating to contracts, purchase orders or services.*
 - e) *The sufficiency of the financial resources of the bidder to perform the contract or provide the supplies, materials, equipment or services.*
 - f) *The availability and adaptability of the supplies, materials, equipment or contractual services to the particular use required.*
 - g) *The bidder's ability to provide future maintenance and service subject to the contract or purchase order.*
 - h) *The number of scope of the conditions attached to the bid by the bidder.*

- i) *The brand, make or type of product being proposed by the bidder, and its compatibility with other similar materials or equipment currently owned and operated by the city.*

If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder, if any. In all other cases of tied bids, the contract or purchase shall be awarded to one (1) of the tied bidders by drawing lots in public.”

The above mentioned criteria are not intended to be exhaustive. The Holland City Council has the discretion and reserves the right to consider such additional criteria as are consistent with the goals of the City of Holland, and to select the proposal which is most advantageous to the City of Holland.

The City reserves the right to waive any and all defects, irregularities, informalities and/or inconsistencies in the form of any proposal.

The acceptance of a proposal shall not be or become final and binding upon either or both parties until the Agreement has been executed by both parties. The substance and form of the final Agreement shall be subject to the approval as to form by the City Attorney and final approval by the Holland City Council. The City reserves the right to negotiate with the successful bidder and to enter into an Agreement that differs from what is represented within the RFP or in the bidder’s proposal.

C. Execution of Agreement.

Within fifteen (15) days after the Holland City Council’s acceptance of a proposal for a five (5) year contract term and award of the Agreement, the City shall deliver or mail to the selected bidder the Agreement, along with three (3) copies of the Agreement, which is filled out in accordance with the selected proposal originally submitted by said bidder. In the event an alternate recyclable collection method is proposed and approved or an alternate collection schedule is selected by the City, the format of the Agreement will be amended in accordance with the accepted bid.¹ Upon its receipt of the Agreement, the selected bidder shall forthwith execute it, along with the three (3) copies of it, and then return it and the copies to the City Manager of Holland, Michigan, within ten (10) calendar days of its receipt of the Agreement. Upon receipt of the executed Agreement, the City will execute all copies and return one to the accepted bidder/Contractor.

In the event that the selected bidder defaults and fails to execute the Agreement created by the acceptance of its proposal, the City reserves the right to accept a proposal of any other bidder or to rebid the entire project. Neither the exercise of such rights by the City, nor the failure to

¹ Note, proposing a collection schedule that differs from Section 27-7 of the Holland City Ordinance Code, may require amendment to the Code before City approval can be given. Nothing in this RFP obligates the City to seek or approve such an amendment to the Code.)

do so shall operate as a release by the City of the defaulting bidder as to any rights or remedies which the City may have in law or in equity, including, but not limited to, claiming a default under the Bid Deposit of any defaulted bidder and holding the defaulted bidder liable for any increased costs.

D. Failure to Execute Agreement.

Should the selected bidder fail or refuse to execute the Agreement within ten (10) calendar days of its receipt of the Agreement, the City shall execute on the bid bond or cash the certified or bank cashier's check submitted by said bidder as the proposal guarantee, and said funds shall become the property of the City, not as a penalty, but as liquidated damages. The receipt of said monies shall not waive any right in law or in equity against the defaulting bidder, including, but not limited to, holding the defaulted bidder liable for any increased costs. If the City so desires, then it may award the contract to another bidder, and this other bidder, within ten (10) calendar days from its receipt of the Agreement, filled out in accordance with the other bidder's selected proposal, and subject to the forfeiture of its Bid Deposit for non-performance, shall execute and deliver the signed Agreement to the City Manager of Holland, Michigan as set forth in Paragraph G above.

Should this bidder default, the selection process herein outlined will be continued in the same manner until an Agreement has been executed. After the execution of an Agreement, the bid bonds, cashier's checks or bank certified checks of all remaining, non-defaulting bidders shall be returned to them.

E. Representations.

By submitting a bid, the bidder is representing to the City its familiarity with the City and the City's residential collection procedures. The bidder is also representing its ability to competently perform the terms and conditions of the Agreement and to comply with all ordinances adopted by the City in relation to the contract.

Section 3 - Bid Proposal

Each bidder, as evidenced by its signature on its bid proposal, offers to enter into a contract with the City of Holland in the form acceptable to the City and which incorporates the terms of this RFP and the bidder's proposal, and agrees to provide various services, specifically including the following:

- 1) residential rubbish, refuse, and garbage collection and disposal at a Licensed Type II Landfill (or other licensed landfill for the disposal of municipal waste);
- 2) residential yard waste collection and disposal at a Department of Environment, Great Lakes, and Energy (EGLE) approved site;
- 3) residential recyclable material collection, transportation and delivery to a recycling facility; and
- 4) other optional services offered by the Bidder to assist with the achievement of the City's sustainability goals.

The term of the Agreement shall be five (5) years. The City shall have an option, in its sole and complete discretion, to renew the Agreement for three (3) years via competitive re-negotiation or to re-bid the contract. The City reserves the right to conduct a performance review at any time during the term of the Agreement, and the City anticipates conducting a performance review at the end of the second year of the Agreement to determine the level of progress the successful bidder has made in achieving the goals and objectives of the Agreement. If the City identifies areas of improvement that are needed, it will work with the successful bidder to develop a corrective action plan.

In consideration of the rights and privileges granted by the aforementioned Agreement, the bidder offers to perform the required services for the amounts listed on the attached **Exhibits A and B**. It is further agreed that the bidder, if successfully selected by the City to provide the required services to the City of Holland, shall receive and retain the fees, payments, and charges outlined in the Agreement.

All proposals shall be irrevocable for a period of one hundred twenty (120) days after the date on which the City opens the proposals.

Each bidder, as evidenced by its signature on its bid proposal, warrants and affirms that it has familiarized itself with all of the proposal documents delivered as a part of this solicitation, including: Invitation for Proposals (Section 1); Information for Bidders (Section 2); Bid Proposal (Section 3); General Specifications (Section 4); and Special Specifications (Section 5). It is further agreed that the attached Information for bidders, all documents required by it, and all exhibits and other documents made a part thereof by the terms of said Agreement are made a part of the bid proposal.

Each bid proposal shall be submitted in accordance with the instructions set forth in Subsection C (Submission of Proposals) found in Section 2, above. Also, each bid shall be submitted along with all the information and documentation specified in Subsection D (Format of Proposals) found in Section 2, above. Furthermore, each bid shall be submitted along with any supplemental information that may be required pursuant to Subsection E (Supplemental Information) found in Section 2, above. **Finally, the following exhibits shall be completed and submitted along with each bid:**

Exhibit A

Aggregate bid for the City-wide collection and disposal of rubbish, refuse, and garbage; collection and disposal of yard waste (**this optional service will be contracted for by the Residential Service User directly with the BPW and billed directly to the Residential Service User by the BPW**); collection, transportation and delivery of recyclable materials from Residential Service Users and Multi Family Complexes, as defined in Section 5, Paragraph 1.2; and providing any optional services, for a five (5) year term.

- Exhibit B.**
1. Excess surcharges for the pickup of white goods (Non-Freon appliances); white goods (Freon-appliances); bulky items, such as furniture, mattresses, carpet sections, and other miscellaneous, non-hazardous waste; and extra refuse or garbage (2 to 5 bags), or when the customer exceeds the subscribed volume rate. **This service will be contracted for by the Residential Service User directly with the Contractor and shall not be billed to the City, but billed directly to the Residential Service User.**
 2. Project Pride coupons to enable Residential Service Users to drop off excess items at a local designated drop off site determined by the bidder.
 3. Senior Helpline Pick Up for the removal of excess items from qualifying individuals.

- Exhibit C.**
- Financial Information:
C-1: Financial Statements for 2023, 2024 and 2025.
C-2: Balance Sheet.
C-3: Written Commitment for Standby Letter of Credit.
C-4: Attorney Opinion -- Pending Litigation and Environmental Liabilities, if any.
C-5: Dun and Bradstreet report.

- Exhibit D.**
- Each bidder has the opportunity to, but is not required to, provide optional services such as the collection, transportation and delivery of compostable materials to an industrial composting facility. If the bidder intends on providing any optional services, then those should be discussed in detail as Exhibit D and include the rate for such services.

- Exhibit E.** Background of the bidder including references and organizational structure.
- Exhibit F.** Comments of the bidder on inability to comply with the Agreement. Specifically, if the bidder is unable to comply with any of the terms of the Agreement, then that should be described in detail as Exhibit F.
- Exhibit G.** Explanatory comments on the bid.
- Exhibit H.** Equipment schedule and description of proposed rubbish, refuse, garbage, yard waste and recyclable containers.
- Exhibit I.** Proposal regarding how the bidder will resolve complaints which shall include a plan for communication and response that will assure the prompt resolution of complaints received in the field and those received and reported by the BPW. Pursuant to Section 5, Paragraph 13, the Contractor is responsible for promptly acknowledging the receipt of complaints and promptly resolving all complaints within one (1) business day of its receipt of those complaints. The Contractor is also responsible for maintaining a daily complaint log and providing daily reports. The complaint resolution proposal must be approved by the City and BPW. At a minimum, the City requires a designated contract representative or local representative who is assigned to respond to complaints received in the field and those received from the BPW on a day-to-day basis for complaint resolution.
- Exhibit J.** Alternate City-wide pick up schedule - **This is optional.** The bidder may propose an alternate City-wide pickup schedule on less than a five (5) day cycle. However, the final terms of any alternate schedule will be subject to negotiation with the City and may require the adoption of an applicable ordinance amendment before an agreement could be entered. Nothing in this RFP obligates the City to seek or approve such an amendment to its ordinance.
A special services proposal should be submitted describing the Contractor's
- Exhibit K.** ability to offer services in unusual circumstances (such as emergency weather events) and the associated cost(s) that would be billed to the City for such services.
- Exhibit L.** Signature Page.

Each of the above-referenced Exhibits shall be attached to the duplicate hard copies of the bid proposal, provided by PDF (USB) and submitted along with the other information and documentation identified above.

Exhibit A and B - Introduction

With respect to the completion of **Exhibit A**, specific dollar amounts must be entered in all of the blanks. Filling in a blank with the word “actual” is not acceptable, because such a response makes it impossible for the City to compare the respective bids in reaching a decision regarding the lowest responsible bidder.

Also, when completing **Exhibit A**, consideration should be given to the requirement that the **weekly collection of recyclable materials must be done on the same day as the weekly collection of rubbish, refuse and garbage**. The collection of recyclable materials and rubbish, refuse and garbage is currently completed by a single pass using the same vehicle. **The bidder may submit an alternative method for picking up rubbish, refuse, garbage and recyclable materials other than the single pass method, as long as the pickup occurs on the same day.**

In addition, when completing **Exhibit A**, note that the collection of yard waste is done on the same day as the collection of recyclable materials and rubbish, refuse and garbage, using a separate yard waste container (96-gallon cart) to be owned by the city and a different vehicle to collect the yard waste. Yard waste collection services are optional and seasonal, from April through November.

However, a bidder may propose an alternate collection schedule other than the five (5) day, Monday through Friday, schedule outlined in the Special Specifications, Paragraph 2.1, and Section 27-7 of the Holland City Ordinance Code. The final terms of any such proposal shall be subject to negotiation with the City, and may require an ordinance amendment which is not guaranteed to be sought by the City or approved by Holland City Council. Moreover, the City reserves the right to negotiate a different collection schedule with the selected bidder.

In addition, when completing **Exhibit A**, note that the bid amount for the collection, transportation and delivery of recyclable material must be included in the bid amount for the collection and disposal of rubbish, refuse and garbage.

Finally, when completing **Exhibit A**, consideration should be given to the fact that the monthly amount the Contractor bills to the City shall be subject to a fuel price adjustment. The City shall pay a monthly fuel price escalation amount or receive a monthly fuel price credit based on the following formula:

$$(A-B) = C$$

$$D = C \text{ rounded down to the nearest } \$.10 \text{ increment}$$

$$D \times .045 = E$$

$$E \times F = \text{Fuel Price Escalation Amount or Fuel Price Credit}$$

- A = Monthly Fuel Price
- B = Base Fuel Price per gallon - the Department of Energy – Energy Information Administration Weekly Retail Gasoline and Diesel Prices, Diesel – All Types, for the Midwest Region – United States on the last Monday of the month billed
<https://www.eia.gov/petroleum/gasdiesel/>
- F = The Monthly Amount Billed to the City for Hauling and Disposal Services under this Contract.

The Monthly Fuel Price shall be the per gallon price listed in the Department of Energy – Energy Information Administration Weekly Retail Gasoline and Diesel Prices, Diesel – All Types, for the Midwest Region – United States on the last Monday of the month billed.

If the Monthly Fuel Price exceeds the Base Fuel Price, then the City shall pay a fuel price escalation amount according to the formula set forth above. However, if the Monthly Fuel Price is less than the Base Fuel Price, then the City shall receive a monthly fuel price credit according to the formula set forth above.

BID SHEET

Solid Waste and Recyclable Collection – Residential Services Users. This aggregate rate is a MONTHLY SERVICE RATE per Residential Service User (including Multi-plex units up to four) and INCLUDES the WEEKLY collection and disposal of rubbish/refuse/garbage AND the BIWEEKLY (every other week) collection, transportation and delivery of recyclable materials. These rates do not include container/bin costs and the container/bin delivery or pickup costs. **The City currently offers and is seeking tiered pricing for Residential Service Users based on cart size.**

PICKUP Frequency	Year 1 July 1, 2026 – June 30, 2027	Year 2 July 1, 2027 – June 30, 2028	Year 3 July 1, 2028 – June 30, 2029	Year 4 July 1, 2029 – June 30, 2030	Year 5 July 1, 2030 – June 30, 2031	Escalator
32 GAL REFUSE WEEKLY & 32 or 96 GAL RECYCLABLES BIWEEKLY						
65 GAL REFUSE WEEKLY & 32 or 96 GAL RECYCLABLES BIWEEKLY						
96 GAL REFUSE WEEKLY & 32 or 96 GAL RECYCLABLES BIWEEKLY						

Solid Waste-Residential Service Users using Green Refuse Bags. These rates are the total price for the COLLECTION AND DISPOSAL OF A GREEN REFUSE BAG. Residential Users may purchase green refuse bags at City Hall. Please note that the City does not pay sales tax on the purchase of bags.

PICKUP Frequency	Year 1 July 1, 2026 – June 30, 2027	Year 2 July 1, 2027 – June 30, 2028	Year 3 July 1, 2028 – June 30, 2029	Year 4 July 1, 2029 – June 30, 2030	Year 5 July 1, 2030 – June 30, 2031	Escalator
Total per collected green bag:						

These rates are for the cost of an annual supply of green refuse bags, including the charge for DELIVERY of the green refuse bags to the Residential Service User. THESE RATES DO NOT INCLUDE THE COST FOR COLLECTION AND DISPOSAL OF THE BAGS.

Bag Supply	Year 1 July 1, 2026 –	Year 2 July 1, 2027 –	Year 3 July 1, 2028 –	Year 4 July 1, 2029 –	Year 5 July 1, 2030 –	Escalator

	June 30, 2027	June 30, 2028	June 30, 2029	June 30, 2030	June 30, 2031	
12 BAGS						
24 BAGS						
<p>Solid Waste and Recyclable Collection – Multi Family Complexes. This aggregate rate is a MONTHLY SERVICE RATE for Multi Family Complexes, which have elected to use Multi Family container(s) and bin(s), and INCLUDES the <u>WEEKLY</u> collection and disposal of rubbish/refuse/garbage AND the <u>BIWEEKLY</u> collection, transportation and delivery of recyclable materials. These rates <u>also include</u> the cost for the rental and delivery or pickup of the refuse containers and recycle bins. The City will own the Recycling Carts.</p> <p>The City currently offers and is seeking tiered pricing for Multi Family Complexes based on refuse bin size.</p>						
PICKUP Frequency	Year 1 July 1, 2026 – June 30, 2027	Year 2 July 1, 2027 – June 30, 2028	Year 3 July 1, 2028 – June 30, 2029	Year 4 July 1, 2029 – June 30, 2030	Year 5 July 1, 2030 – June 30, 2031	Escalator
2 CUBIC YARDS REFUSE WEEKLY & BIWEEKLY RECYCLABLES						
4 CUBIC YARDS REFUSE WEEKLY & BIWEEKLY RECYCLABLES						
6 CUBIC YARDS REFUSE WEEKLY & BIWEEKLY RECYCLABLES						
8 CUBIC YARDS REFUSE WEEKLY & BIWEEKLY RECYCLABLES						
16 CUBIC YARDS REFUSE WEEKLY & BIWEEKLY RECYCLABLES						
<p>Yard Waste Collection and Disposal. This aggregate rate is a MONTHLY SERVICE RATE per Residential Service User for WEEKLY yard waste collection and disposal services for the months of April through November. This price should include the price of providing a provider-owned yard waste cart to existing and new Residential Users. The seasonal service rate shall be billed MONTHLY for only the months of April through November. Residential Service Users may opt in to the Yard Waste Collection program through the BPW. This monthly rate will only be billed for the months of April through November (8 months). Current Users have a cart provided by the hauler.</p>						
PICKUP Frequency	Year 1 July 1, 2026 – June 30, 2027	Year 2 July 1, 2027 – June 30, 2028	Year 3 July 1, 2028 – June 30, 2029	Year 4 July 1, 2029 – June 30, 2030	Year 5 July 1, 2030 – June 30, 2031	Escalator
WEEKLY						

These rates are the total cost per refuse container/recycle bin including the shipping charge from supplier to Contractor. Please note that the City does not pay sales tax on the purchase of containers and bins, and the City retains ownership of the containers and bins.

The Contractor shall provide, upon request, a breakdown of the actual cost to purchase each container/bin without any markup and the shipping charge from the supplier to the Contractor which make up the total cost.

The City is currently purchasing its refuse containers from Cascade Engineering. The City is not currently purchasing recycle bins, but it has in the past under prior contracts. Specifications for the Cascade Engineering containers are available upon request. As of January 30, 2026, the City owned approximately 2,294 thirty-two (32) gallon containers; approximately 3,672 sixty-five (65) gallon containers; and approximately 3806 ninety-six (96) gallon containers which shall continue to be used for the City’s Refuse and Recycle Program. The alternate bid for refuse containers and recycle bins is optional and gives the bidder an opportunity to select another source for the containers and bins. An alternate container/bin must meet or exceed the specifications for the Cascade Engineering containers and bins. Note that pursuant to 14.9 of the Special Specifications, the refuse containers and recycle bins are subject to the prior approval of the City. If the bidder submits a proposal for alternate containers and recycle bins, then the bidder shall also be obligated to buy back at the total replacement cost, the City’s existing inventory. Said sum shall be paid to the City when the executed Agreement is returned to the City for signing.

Container Pricing	Year 1 July 1, 2026 – June 30, 2027	Year 2 July 1, 2027 – June 30, 2028	Year 3 July 1, 2028 – June 30, 2029	Year 4 July 1, 2029 – June 30, 2030	Year 5 July 1, 2030 – June 30, 2031	Escalator
32 GALLON CONTAINER Refuse/Recycling						
65 GALLON CONTAINER Refuse						
96 GALLON Refuse/Recycling CONTAINER						

EXHIBIT B - Residential Service Users will be charged for the one-time collection of bulky items from that Residential Service User as follows, not including a fuel surcharge:

These services will be contracted by the Residential Service User, who will contact the Contractor directly, and these services shall not be billed to the City, but to the Residential Service User.

Bulk Item Pricing	Year 1 July 1, 2026 – June 30, 2027	Year 2 July 1, 2027 – June 30, 2028	Year 3 July 1, 2028 – June 30, 2029	Year 4 July 1, 2029 – June 30, 2030	Year 5 July 1, 2030 – June 30, 2031	Escalator
White goods (Non-Freon appliances)						
White goods (Freon appliances)						
Bulky Items – 50lb maximum						

(Furniture, mattress, carpet sections, and other miscellaneous, non-hazardous waste)						
Extra refuse or garbage (2-5 bags)						

The Contractor shall cooperate with the City in connection with its Project Pride program, by allowing Residential Service Users, who have a valid Project Pride Coupon, to drop off excess items - one (1) pickup truck load or one (1) trailer load - free of charge at a local drop off site to be determined by the Contractor and approved by the City. The City shall provide Residential Service Users with Project Pride Coupons [no more than two (2) per year, upon request] and information as to the location of the selected site.

The Contractor shall bill the City monthly for each Coupon turned in to the Contractor. Each Coupon shall be valid for fifteen (15) days from the date of issuance, and Coupons are available at the Community and Neighborhood Services department at City Hall. **The City reserves the right to designate alternative means for distribution of Project Pride Coupons to properly meet the customer service needs of Residential Service Users.**

Project Pride Coupon Pricing	Year 1 July 1, 2026 – June 30, 2027	Year 2 July 1, 2027 – June 30, 2028	Year 3 July 1, 2028 – June 30, 2029	Year 4 July 1, 2029 – June 30, 2030	Year 5 July 1, 2030 – June 30, 2031	Escalator
The cost per Coupon shall be						

Qualifying Individual Rear Yard Pickup - The Contractor shall make available to each Residential Service User who is a senior citizen or physically disabled (“Qualifying Individual”) the opportunity to have his or her excess items picked up from his or her curb or garage. **The Contractor shall bill the City monthly for providing this service to Qualifying Individuals.** Arrangements for this service will be made between the Qualifying Individual and the BPW, and then the BPW will make arrangements with the Contractor for the delivery of the service to the Qualifying Individual.

Qualifying Individuals Rear Yard Monthly Pricing	Year 1 July 1, 2026 – June 30, 2027	Year 2 July 1, 2027 – June 30, 2028	Year 3 July 1, 2028 – June 30, 2029	Year 4 July 1, 2029 – June 30, 2030	Year 5 July 1, 2030 – June 30, 2031	Escalator
The monthly cost for this service shall be						

EXAMPLE RECYCLING REBATE TABLE

Please describe how the successful bidder will share recycling revenue with the City. An example monthly rebate table is provided below. Bidders should describe alternative bid scenarios that create incentives for residents to improve the quantity and quality of recycling.

DATE: December							
Commodity	Freight	Unit	Percent	Total lbs	Price/Unit	Price/Lb	Rebate Amount
PET plastic	FOB	LB	5%	13,472.77			
HDPE/LDPE	FOB	LB	6%	15,919.97			
Mixed Plastics	FOB	LB	4.7%	12,236.01			
Aluminum Cans	DELIVERED	LB	0.47%	1,236.76			
Steel Cans	DELIVERED	GT	2%	6,131.16			
Mixed Paper	FOB	NT	23%	59,969.61			
Corrugated	FOB	NT	39%	102,808.80			
Glass Containers/Residual	DELIVERED	NT	19%	50,180.80			
			100%	261,955.87			

Exhibit C

The following financial information shall be provided:

C-1: Financial Statements for 2023, 2024 and 2025.

C-2: Balance Sheet.

C-3: Written Commitment for Standby Letter of Credit.

C-4: Attorney Opinion -- Pending Litigation and Environmental Liabilities.

C-5: Dun and Bradstreet report

Exhibit D

Each bidder has the opportunity to, but is not required to, provide optional services such as the collection, transportation and delivery of compostable materials to an EGLE approved facility. If the bidder intends on providing any optional services, then those should be discussed in detail as **Exhibit D** and include the rate for such services.

Exhibit E

Each bidder shall provide background information regarding its experience, qualifications, references and an organizational structure. That information should be discussed in detail as **Exhibit E**.

Exhibit F

Each bidder may submit comments on its inability to comply with the Agreement. Specifically, if the bidder is unable to comply with any of the terms of the Agreement, then that should be described in detail as **Exhibit F**.

Exhibit G

Each bidder may submit explanatory comments on its bid. Such comments shall be submitted as **Exhibit G**.

Exhibit H

Each bidder shall submit an equipment schedule and description of proposed rubbish, refuse, garbage, yard waste and recyclable containers. A cart storage and replacement/distribution plan shall be developed. A repair plan should be submitted as part of the proposal to repair minimal damage to carts and insure that 32-gallon carts are not comingled with trash. The equipment schedule and description of refuse containers and recycle bins should be submitted as **Exhibit H**.

Exhibit I

Each bidder shall submit a plan for how the bidder will resolve complaints which shall include a plan for communication and response that will assure the prompt resolution of complaints received in the field and those received and reported by the BPW. Pursuant to the Special Specifications, Paragraph 13, the Contractor is responsible for promptly acknowledging the receipt of complaints and promptly resolving all complaints within one (1) business day of its receipt of those complaints. The Contractor is also responsible for maintaining a daily complaint log and providing daily reports. The complaint resolution proposal must be approved by the City and BPW. At a minimum, the City requires a designated contract representative or local representative who is assigned to respond to complaints received in the field and those received from the BPW on a day-to-day basis for complaint resolution. The bidder should describe its proposed complaint resolution process as **Exhibit I**.

Exhibit J

Each bidder may, but is not required to, submit an alternate City-wide pick-up schedule, such as a pick-up schedule that is less than a five (5) day cycle. However, the final terms of any alternate schedule shall be subject to negotiation with the City and require the adoption of an applicable ordinance amendment if the alternate schedule is accepted. If the bidder is proposing an alternate City-wide pick-up schedule, then the proposal should be discussed in detail as **Exhibit J**.

Exhibit K

Each bidder shall submit a special services proposal describing the Contractor’s ability to offer services in unusual circumstances (such as emergency weather events) and the associated cost(s) that would be billed to the City for such services. These services and the associated costs should be submitted as **Exhibit K**.

Exhibit L

By signing this proposal, the bidder verifies that it has reviewed the bid package, knows and understands the minimum standards and mandatory requirements as set forth in the bid package, and is willing to comply with the same.

Signature of bidder/person authorized to sign on behalf of bidder:

Title: _____

Name of Corporation or LLC: _____

Address: _____

Telephone Number: _____

(If corporation, then place
corporate seal here, if available.)

Section 4 - General Specifications 2026 - 2031 Residential Materials Management Agreement

1. Assignment or Novation.

1.1 The Contractor shall not assign or transfer any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Agreement, nor shall the Contractor make a transfer of stock ownership by assignment or novation, without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions for financing may be made without the City's consent.

1.2 No assignment or novation of this Agreement shall be valid unless it expressly provides that the assignment of any of the Contractor's rights or benefits under the Agreement is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the Work under this Agreement in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

2. Conflict of Interest.

2.1 No official of the City who is authorized to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any portion of this Agreement shall become directly or indirectly interested personally in this Agreement or in any part of it.

2.2 No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized to exercise any legislative, executive, supervisory, or other similar function in connection with this Agreement shall become directly or indirectly personally or financially interested in this Agreement or in any part of it, or in any subcontract, insurance contract, or other contract pertaining to this Agreement.

3. City's Authority; Authorized Representative.

3.1 The City hereby designates and identifies the Director of Community and Neighborhood Services ("CNS") department, or his or her Designated Representative, as its Authorized Representative. The City designates the Holland Board of Public Works ("BPW") as the contract administrator.

3.2 The Authorized Representative shall be responsible for the execution of the Work under this Agreement and shall be responsible for ensuring the Contractor's compliance under the terms of this Agreement. Except as otherwise specified in the terms of this Agreement, the Authorized Representative shall decide all questions which may arise in relation to the Work

to be performed under this Agreement, and the Authorized Representative's decisions shall be final and conclusive.

3.3 The BPW, as authorized by the City of Holland, shall be responsible for the oversight of the day-to-day Work under the terms of this Agreement. In general, day-to-day Work includes all customer service, billing, questions related to contract administration, and responding to customer complaints.

3.4 In case any questions shall arise between the City and the Contractor relative to this Agreement, the determination or decision of the City shall be a condition precedent to the right of the Contractor to receive any money or payment for Work which is affected in any manner or to any extent by such question.

3.5 The City shall decide the meaning and intent of any portion of this Agreement or any Contract specifications where the same may be found obscure or in dispute. Any differences or conflicts which may arise between the Contractor and other contractors performing work for the City shall be adjusted and determined by the City.

4. Default Termination of Contract.

4.1 If the Contractor refuses or fails to prosecute the Work with such diligence as will ensure its completion within the time or in the manner specified in this Contract, then the City may, by written notice, terminate the Contractor's right to proceed with the Work. The written notice shall specify the effective date of the termination.

4.2 Upon such termination, the City may retain and hire a substitute contractor to take over the Work and prosecute same to completion, by contract or otherwise, and the City may contract for such materials, tools, and equipment which are necessary for performing and completing the Work under this Agreement.

4.3 The Contractor shall be liable to the City for any additional costs (including actual attorney fees) incurred by the City in connection with the Contractor's breach of or noncompliance with this Agreement and in connection with a termination of this Agreement. The City may draw upon the issuing bank's Standby Letter of Credit, issued pursuant to this Agreement, to cover any additional costs, including actual attorney fees, incurred by the City in connection with the Contractor's breach of the Agreement, noncompliance with the Agreement or termination of the Agreement.

5. Review of Authorized Representatives.

5.1 The City, its Authorized Representative, the BPW and other agents of the City shall at all times have reasonable access to, and be permitted to monitor, observe, reconcile, review, and audit, if requested and at the Contractor's

expense, all aspects of the Contractor's performance of the Work, including, but not limited to, materials, equipment, payrolls, personnel records, employment conditions, and invoices for materials; customer service and support, including a daily call log of all customer service complaints and resolution reports; and other relevant data and records pertaining to this Agreement; provided, however, that all instructions and approvals with respect to the Work will be given to the Contractor by the City through its Authorized Representative or the BPW as to customer service, billing, general contract administration and customer complaints.

5.2 The Contractor shall be given one (1) business day notice of any inspection and review pursuant to this Paragraph 5. For purposes of determining the solvency of and continuing viability of the Contractor, the City may make a written request for a current annual statement setting forth the Contractor's income, expenses, and balance sheet. Within twenty-four (24) business hours of receiving such a request, the Contractor shall produce a current annual statement.

6. Warranty of Title.

6.1 The Contractor shall warrant good title to all materials, supplies, and equipment necessary to complete the Work.

6.2 Unless expressly excepted and waived by the City in writing, no materials, supplies, or equipment for the Work shall be purchased subject to any security interest or under a conditional sale, lease or other security agreement by which an interest therein, or any part thereof, is retained by the seller, supplier or other third party.

6.3 Neither the Contractor, nor any person, firm, or corporation furnishing any material or labor for any Work covered by this Agreement, shall have any right to a lien upon the materials, supplies, and equipment provided by the Contractor to complete the Work.

6.4 Provided, however, that nothing contained in this Paragraph 6 shall impair: (1) the right of persons furnishing materials or labor to recover funds owed them under any bond given by the Contractor for their protection; or (2) any rights under any law permitting such persons to look to funds due the Contractor, but still in the hands of the City.

7. Patents.

The Contractor shall defend, indemnify, hold harmless and save the City and its directors, officers, partners, consultants, agents, and employees from liability of any nature or kind (including costs and expenses) for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Agreement, including, without limitation, its use by the City. If the Contractor fails to perform its obligations under this Paragraph 7 within thirty (30) days from demand by the City, then the City may

submit a request for payment to the financial institution issuing the Standby Letter of Credit supplied under this Agreement and attached to the Agreement as Exhibit F.

8. Payrolls and Basic Records.

The Contractor shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the City may from time-to-time request concerning the Work performed under this Agreement.

9. Environmental Laws and Regulations.

The Contractor shall comply with all applicable provisions of the Federal Clean Air Act, 42 U.S.C. §7401, *et seq*, as amended, and the Federal Clean Water Act, 38 U.S.C. §1251, *et seq*, as amended

10. Codes, Ordinances, and Statutes; Permits.

10.1 The Contractor shall comply with and give all notices required by all applicable laws, ordinances, codes, and regulations.

10.2 The Contractor shall comply with all applicable local ordinances, county regulations, state laws, federal laws and regulations governing the collection and disposal of waste materials and collection practices including, but not limited to, the following:

- the licensing and other requirements set forth in Chapter 27 of the Holland City Ordinance Code and amendments thereto;
- the Ottawa County Solid Waste Management Plan dated August 1998 and amendments thereto;
- the Allegan County Solid Waste Management Plan dated August 1998 and amendments thereto; and
- the relevant provisions of the Natural Resources and Environmental Protection Act, Part 115 regarding Solid Waste Management, being 1994 PA 451, and amendments thereto.

10.3 The Contractor shall at its own expense secure and pay for all necessary permits to execute the Work in the City of Holland. In some cases, certain permits may be obtained by the City and will be so identified in the Special Specifications of this Agreement. All other permits are the responsibility of the Contractor.

11. Traffic Control.

The Contractor shall at all times conduct the Work as to ensure the least possible obstruction to traffic and shall obey all traffic laws. The Contractor shall make appropriate provisions for the

safety and convenience of the general public and the residents of the City and for the protection of persons and property.

12. Required Provisions Deemed Inserted.

Every provision of law and every other clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though they were so included. If, through error or otherwise, any such provision is not inserted or is incorrectly inserted, then, upon the application of either party, the City and the Contractor shall physically amend this Agreement to make such insertion or correction. This clause shall be included in all subcontracts.

13. Communications.

13.1 All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing and delivered under one of the methods described in subsections 13.2 or 13.3.

13.2 Any notice to or demand upon the Contractor from the City relative to any part of this Agreement shall be considered given (and the service thereof considered completed) when the notice is received, by certified or registered mail, to the Contractor at its last given address; when the notice is delivered in person to the Contractor at its office; or when the notice is delivered to any telegraph company for transmission with charges prepaid, and addressed to the Contractor's office. If notice is given by certified mail, is properly addressed and is returned by the post office unclaimed, then the notice shall be considered given as of the date of mailing.

13.3 Any notice to or demand upon the City shall be considered given (and the service thereof considered completed) if so delivered to City Hall, 270 River Avenue, Holland, Michigan 49423 at the office of the CNS department, or by certified mail, return receipt requested and postage prepaid addressed to City Hall, 270 River Avenue, Holland, Michigan 49423 to the attention of the office of the CNS department. Any notice which is hand delivered shall be deemed given when delivered, and any notice given by certified or registered mail shall be deemed to have been given when received by the City. Any notice shall also be sent to the Holland City Clerk by certified mail, return receipt requested, and postage pre-paid.

14. Confidentiality.

The Contractor acknowledges that it may acquire orally, in writing, visually, electronically or by any other means, personal and confidential information regarding Residential Service Users. The Contractor shall not at any time or in any manner, either directly or indirectly, use (except for the benefit of the City), divulge, disclose or communicate to any person, firm or corporation, in any manner whatsoever, any personal and confidential information regarding Residential

Service Users including, but not limited to their names, addresses, telephone numbers, financial information, and other customer data (“Confidential Information”) that it acquires pursuant to the terms of this Agreement. The Contractor further acknowledges that it does not own, will not obtain, or have any proprietary rights to Residential Service Users’ Confidential Information obtained during the term of this Agreement, and all Confidential Information obtained by the Contractor during the term of this Agreement shall be considered the sole property of the City.

Upon termination of the Agreement for any reason whatsoever, with or without cause, Residential Service Users’ Confidential Information shall continue solely as the property of the City. The Contractor further acknowledges that it has not made, will not make or cause to be made copies, photos, notes, electronic files or any other record or records of any Confidential Information of Residential Service Users, except on behalf of the City and for the City’s benefit. The Contractor further agrees that it will not make or give such copies, photos, notes, electronic files or any other records to anyone, other than to the Residential Service Users related to the Confidential Information or the City in furtherance of this Contract. Upon termination of this Agreement, the Contractor shall promptly destroy all written copies of the Confidential Information it may have in its possession and confirm such destruction to the City, or deliver the written copies of the Confidential Information to the City, upon the City’s request. Also, upon termination of the Agreement, the Contractor shall promptly download and transfer all electronic copies of the Confidential Information to the City.

Any breach of the terms of this Paragraph 14 shall be considered a material breach of this Agreement.

Section 5 - Special Specifications 2026 - 2031 Residential Materials Management Agreement

1. Residential Service Collection.

1.1 Collection Generally. The Contractor shall provide for the weekly collection and disposal of rubbish, refuse and garbage to a licensed Type II landfill (or other licensed landfill for the disposal of municipal solid waste) and for the weekly collection, transportation and delivery to a recycling facility of recyclable materials for Residential Service Users in the City. If a Residential Service User requests, then the Contractor shall provide for the seasonal collection and disposal of yard waste at a Department of Environment, Great Lakes, and Energy (EGLE) approved site. The Contractor shall provide all such collection services at the rates specified in the Contract. In connection with providing these services, the Contractor shall also provide uniform refuse containers and refuse bags, if refuse bags are used; uniform recycle bins; and uniform yard waste containers approved by the City. Except for the Multi Family Complex containers and bins and the yard waste containers, said refuse containers, refuse bags and recycle bins, if used, shall become the property of the City and will be paid for by the City at the prices contained in this Agreement.

1.2 Residential Service Users. For purposes of these specifications, "Residential Service User(s)" shall mean the owner, tenant, and/or occupant of a building or structure of four (4) or fewer residential units, and for each tenant-occupied residential unit, both owner and tenant shall be deemed to be Residential Service Users. Also, for purposes of these specifications, and except as otherwise set forth below, "Residential Service User(s)" shall mean a Multi Family Service User as defined below, and except as otherwise set forth herein, every reference to a "Residential Service User(s)" in this Agreement shall include a Multi Family Service User.

A. Multi Family Service User. For purposes of these specifications, "Multi Family Service User(s)" shall mean the owner, tenant, and/or occupant of a building or structure of four (4), but less than sixteen (16) residential units, and for each tenant occupied residential unit, both owner and tenant shall be deemed to be Multi Family Service Users.

B. Multi Family Complex. For purposes of these specifications, "Multi Family Complex" shall mean an apartment or condominium complex of Multi Family Service Users who own, lease and/or occupy a building or structure of four (4) or more, but less than sixteen (16) residential units¹.

C. Multi Family Complex Program. **NOTE: The Multi Family Complex Program is currently an optional program.**

1. Optional Program. Currently, an apartment complex or condominium complex located within the corporate limits of the City of Holland, Michigan, which meets the definition of a Multi Family Complex as defined herein, may contact the City's designated Contractor to participate in the City's rubbish, refuse, garbage and recycling program as set forth in Chapter 27 of the Holland City Ordinance Code and as provided for in this Agreement with respect to Residential Service Users. The

- Contractor shall provide an up-to-date list of all Multi Family Complexes participating in the City's rubbish, refuse, garbage and recycling program.
2. Rubbish, Refuse and Garbage. A Multi Family Complex which elects to participate in this program will be provided with Multi Family containers of 2, 4, 6, 8 or 16 cubic yards for the collection and disposal of rubbish, refuse and garbage, depending on the size of the Multi Family Complex and the number of Multi Family Service Users within the Multi Family Complex. There shall be a minimum requirement that a Multi Family Complex provide the equivalent of a minimum of thirty-two (32) gallons of rubbish, refuse and garbage capacity per residential unit within the Multi Family Complex [there are two hundred eight (208) gallons per cubic yard]. At the present time, an owner of a building or a structure of four (4) residential units may opt to have each Residential Service User/Multi Family Service User have and use its own rubbish, refuse and garbage container, or all four (4) Residential Service Users/Multi Family Service Users in the building or structure may use a 2, 4, 6, 8 or 16 cubic yards container, whatever is the applicable size, located in a centralized location.
 3. Recycling. A Multi Family Complex which elects to participate in this program will be provided with Multi Family bin(s) of ninety-six (96) gallons each for the collection and recycling of recyclables, and the number of bins will depend on the size of the Multi Family Complex and the number of Multi Family Service Users within the Multi Family Complex. At the present time, an owner of a building or structure of four (4) residential units may opt to have each Residential Service User/Multi Family Service User have and use its own individual recycle bin, or all four (4) Residential Service Users/Multi Family Service Users in the building or structure may use a 96 gallon recycle bin located in a centralized location.
 4. Four Residential Units – Discretion to Elect into Multi Family Complex Program. At the present time, the Owner of a building or structure of four (4) residential units may elect to be classified as a Multi Family Complex for purposes of this Agreement. The applicable ordinance may be amended such that the Owner of a building or structure of four (4) residential units may no longer have the option to have its building or structure classified as a Multi Family Complex, instead, it may become a requirement.
 5. Payment for Containers and Bins. The City shall not pay for the refuse containers and recycle bins utilized by a Multi Family Complex, unless the Multi Family Complex has only four (4) residential units and elects to use individual rubbish, refuse and garbage containers and individual recycle bins for each of its four (4) Multi Family Service Users. The containers and bins the City does not pay for shall not become the property of the City at any time and shall remain the property of the Contractor.
 6. Collection. The Contractor shall provide residential collection, disposal and recycling services for Multi Family Service Users in the same manner as it does for Residential Service Users in the residential service zones described in Paragraph 2 entitled "Residential Service Zones" of the Special Specifications and in accordance with the service schedule set forth in Paragraph 4 entitled "Service" of the Special Specifications.

7. Location of Containers and Bins. A Multi Family Complex electing to participate in the program must locate its containers and bins in such a manner so that they do not take up parking spaces within the Multi Family Complex.

1.3 Landfill. The Contractor shall dispose of all rubbish, refuse, garbage and other solid waste collected pursuant to this Agreement in a landfill licensed by the State of Michigan for the disposal of municipal solid waste. All disposals shall be made to a landfill in conformance with all county, state and federal laws and regulations. The Contractor shall provide the City with the name and location of the landfill(s) that will be used, and the City reserves the right to give final approval to the landfill that will be used.

1.4 EGLE Approved Site. The Contractor shall dispose of all yard waste collected pursuant to this Agreement in a Michigan Department of Environmental Quality (EGLE) approved site for the disposal of yard waste. All disposals shall be made to a EGLE approved site in conformance with all county, state and federal laws and regulations. The Contractor shall provide the City with the name and location of the EGLE facility that are used.

1.5 Recycling Facility. The Contractor shall deliver all recyclable material to a recycling center. All deliveries shall be made to a recycling center in conformance with all city, county, state and federal laws and regulations or ordinances. The Contractor shall provide the City with the names and locations of all Recycling Facilities that is used.

1.6 Refuse and Recyclable Collection. For Residential Service Users, rubbish, refuse and garbage collection and recyclable collection shall be on the same day, but not necessarily at the same time. Currently, the collection of rubbish, refuse and garbage occurs on the same day and at the same time as the collection of recyclable material with a single pass using the same collection vehicle. Specifically, recyclable materials that have been properly prepared and placed for pick up in designated carts, to keep recyclable materials separate from rubbish, refuse and garbage, are collected alongside rubbish, refuse and garbage in a comingled, but segregated single-pass system.

The City invites prospective bidders to propose either a continuation of the existing collection methodology or any other methodology for the collection and management of recyclable materials. However, an alternative collection cycle for recyclable materials may not be approved by the City, and the City will not approve an alternative collection cycle for recyclable materials which is not on the same day as the collection of rubbish, refuse and garbage. The City will also not approve an alternative collection cycle for recyclable materials which is other than weekly.

The Contractor, as a part of the collection of refuse and recyclable materials, shall provide uniform refuse containers and recycle bins or bags approved by the City (CNS). Except as otherwise set forth herein, said refuse containers and recycle bins are to be paid for by the City at prices and terms referenced in this Agreement. The City shall also not pay for 2, 4, 6, 8 or 16

cubic yard refuse containers and 96-gallon recycle containers which are used to service Multi Family Complexes and Multi Family Service Users.

1.7 Yard Waste Collection. For Residential Service Users who elect yard waste collection services, yard waste collection shall be on the same day as the collection of rubbish, refuse, garbage and recyclable materials, but not necessarily at the same time. A separate collection vehicle shall be used for the collection of yard waste, or if done at the same time as the rubbish, refuse and garbage collection and recyclable collection, then a single pass vehicle with a tow for the collection of yard waste shall be used so that yard waste is segregated in a separate collection vehicle or tow from rubbish, refuse and garbage and recyclable materials. The Contractor, as a part of the collection of yard waste materials, shall provide uniform yard waste containers approved by the City (CNS). **The City shall not pay for the yard waste collection containers.**

1.8 Compost Collection. If a compost collection service is proposed and accepted by the City, then Residential Service Users who elect such service shall have their composting materials collected by the Contractor in accordance with the agreed upon terms.

2. Residential Service Zones.

2.1 The Contractor shall provide residential collection and disposal of rubbish, refuse and garbage; collection and disposal of yard waste; and collection, transportation and delivery of recyclable materials in the designated residential collection zones, also known as residential service zones, which are defined in Section 27-7 of the Holland City Ordinance Code (“Code”) as follows:

Zone A – Monday

The boundaries of this zone shall be (running clockwise): The north side of 18th Street from Columbia Avenue to Ottawa Avenue; the east side of Ottawa Avenue (extended) to Lake Macatawa; the south sides of Lake Macatawa and Black Lake to the west side of Fairbanks Avenue (extended); the west side of Fairbanks Avenue to 20th Street, both sides of 20th Street, west to Columbia Avenue, the east side of Columbia Avenue north to 18th Street.

Zone B – Tuesday

The boundaries of this zone shall be (running clockwise): The north side of 28th Street from Lincoln Avenue to Michigan Avenue; the west side of Michigan Avenue to 32nd Street; the north side of 32nd Street to Ottawa Avenue; the east side of Ottawa Avenue to 18th Street; the south side of 18th Street to Columbia Avenue; the

west side of Columbia Avenue to 22nd Street; the south side of 22nd Street to Lincoln Avenue; the west side of Lincoln Avenue to the north side of 28th Street.

Zone C – Wednesday

The boundaries of this zone shall be (running clockwise): Both sides of 32nd Street from the east city limits to Lincoln Avenue; neither side of Lincoln Avenue to 28th Street; the east side of Lincoln Avenue to 22nd Street; the south side of 22nd Street (extended) to Fairbanks Avenue (extended); the east side of Fairbanks Avenue to the northern and east boundaries of the east city limits, south to both sides of 32nd Street.

Zone D – Thursday

The boundaries of this zone shall be (running clockwise): The west side of Ottawa Avenue to the south city limits; the south and west city limits and the east side of Old Orchard Road (extended) to Lake Macatawa; the south edge of Lake Macatawa to Ottawa Avenue (extended).

Zone E – Friday

The boundaries of this zone shall be (running clockwise): The east and south city limits from 32nd Street to Ottawa Avenue; the east side of Ottawa Avenue to 32nd Street; the south side of 32nd Street to Michigan Avenue; the east side of Michigan Avenue to 28th Street; the south side of 28th Street to Lincoln Avenue; both sides of Lincoln Avenue to 32nd Street; neither side of 32nd Street to the east city limits.

The Code may be amended from time to time. In the event a holiday or other event occurs preventing collection in the designated residential collection zone on the designated day, the collection of rubbish, refuse and garbage; the collection of yard waste; and the collection of recyclable materials shall occur on the next succeeding day.

2.2 Recyclable collection must be on the same day as the collection of rubbish, refuse and garbage collection, but it does not have to be done at the same time if a single pass collection procedure is used, then recyclable materials shall be segregated from rubbish, refuse and garbage.

2.3 Yard waste collection must be on the same day as the collection of rubbish, refuse and garbage and recyclable materials, but does not have to be done at the same time. A separate collection vehicle shall be used for the collection of yard waste, or if collection is going to occur

at the same time as the collection of rubbish, refuse and garbage and recyclable material (single pass collection procedure), then the same vehicle with a separate tow for the collection of yard waste shall be used.

2.4 The Contractor is required to develop route sheets or any other system approved by the City for the identification of current, active, or inactive customer accounts at the time of collection. This information shall be provided to the City at the conclusion of each day, when collection has occurred. The Contractor will be responsible for working with the BPW to ensure these records are maintained and kept up-to-date.

3. Costs.

The Contractor shall pay and be responsible for all costs, charges, and fees incurred in connection with the collection and disposal of residential refuse, rubbish, and garbage; the collection and disposal of yard waste; and the collection, transportation and delivery of recyclable materials including, but not limited to, collection costs, transportation costs, dumping and/or tipping fees, and any costs associated with a Licensed Type II Landfill (or other licensed landfill for the disposal of municipal refuse, rubbish and garbage), a Department of Environment, Great Lakes, and Energy (EGLE) approved site (for the disposal of municipal yard waste) and a recycling facility (for the disposal of recyclable materials).

4. Service.

4.1 Regular Scheduled Collection. The Contractor shall make residential collections of rubbish, refuse, garbage and recyclables on a regular schedule of not less than once each seven (7) days from each Residential Service User (unless bag services are being provided pursuant to this Agreement), with all collection being made between Monday and Friday from the hours of 7:00 a.m. to 7:00 p.m. Similarly, the Contractor shall make residential collection of yard waste on a regular schedule of not less than once each seven (7) days during the months of April through November from each Residential Service User who elects to have yard waste collection services, with all collection being made between Monday and Friday from the hours of 7:00 a.m. to 7:00 p.m.

In the event a holiday or other event occurs preventing collection in the designated residential collection zone as set forth in subparagraph 2.1 above, the collection shall occur on the next succeeding day, and the normal schedule for collection by designated residential collection zones may be set back similarly. In the case of holidays, the Contractor shall, the week preceding such holidays, publish a notice in a newspaper of general circulation in Holland reminding residents of the revised pickup schedule. The form of such notice shall be approved by the City. Notwithstanding the foregoing, if a holiday falls on a Saturday, then the collection schedule shall remain unchanged. However, if a holiday falls on a Sunday, then Monday shall be deemed the holiday, and no collection will occur on that day. Instead, the Monday collection shall occur on the next succeeding business day.

4.2 Special Services. The Contractor shall submit a proposal describing its capabilities to offer services in unusual circumstances (e.g. emergency weather events) and the associated costs. In situations when the collection of debris is essential to maintain public safety, the City may contract for work outside of this Agreement with the Contractor and contract with other service firms to assist in cleanup work.

4.3 Performance Standards. The Contractor shall collect and dispose of all rubbish, refuse, and garbage; collect and dispose of all yard waste; and collect, transport and deliver all recyclable material in a timely and sanitary manner and as required by the Holland City Ordinance Code and any other applicable statutes, ordinances, codes, or regulations. The Contractor shall comply with the following levels of performance (which levels are intended to be descriptive rather than exacting):

4.4 Refuse. All residential rubbish, refuse and garbage, as defined by the Holland City Ordinance Code, of Residential Service Users shall be collected and disposed of in suitable containers as defined in the Code.

4.5 Yard Waste. All homeowner yard waste shall be excluded from landfills as required by 1990 PA 264 and 1990 PA 267. The Contractor shall have available a yard waste collection program accessible by voluntary subscription to any Residential Service User, with payments by such persons who elect such services to be included in such Residential Service User's City utility bill. Currently, the Contractor has the exclusive right to collect and dispose of yard waste from Residential Service Users.

4.6 Recyclable Material. All residential recyclable material, as that term is defined by the Holland City Ordinance Code, shall be collected, transported and delivered to a recycling facility in such a manner as to keep such material separate from rubbish, refuse and garbage.

4.7 Christmas Collection. For a period of three (3) weeks after Christmas Day, Christmas trees less than six (6) feet in length [and larger Christmas trees cut into six (6) foot or less lengths by the Residential Service User], shall be picked up "as is" and disposed of by the Contractor. For a period of two (2) weeks after Christmas Day, holiday wrappings and packaging will be picked up "as is" and disposed of by the Contractor. The Contractor shall, the week preceding Christmas Day, publish a notice in a newspaper of general circulation in Holland reminding residents of this Christmas tree collection service.

4.8 Pumpkin Collection. For a period of three (3) weeks after Halloween Day, the Contractor shall provide pumpkin drop off locations. The Contractor shall, the week preceding Halloween Day, publish a notice in a newspaper of general circulation in Holland reminding residents of this Pumpkin Drop off service.

4.9 Appliances, Furniture, Etc. Appliances, pieces of furniture, and other rubbish and bulky items or materials shall be collected by the Contractor provided that the Residential Service User calls and makes arrangements with the Contractor for pickup within one (1) week of the

call. The Contractor may charge a fuel price surcharge and a reasonable excess surcharge pursuant to the Agreement. It is not the intent or purpose of this provision to grant to the Contractor the exclusive right to collect and dispose of such appliances, pieces of furniture, and other rubbish and bulky items or materials.

4.10 Scrap Materials, Etcetera. The Contractor shall not be required to remove scrap materials from the construction, remodeling, or repair of a building; concrete blocks; tree stumps, earth or earthy materials; auto bodies; large machine parts weighing more than fifty (50) pounds; tires; or materials that are toxic, highly inflammable, or of an explosive nature. Nothing herein shall prevent the Contractor and any Residential Service User from entering into a separate contract or agreement for the collection of the aforesaid items at an additional, reasonable cost to the Residential Service User. The Contractor may charge a fuel price surcharge and a reasonable excess surcharge pursuant to the Agreement.

4.11 Recyclable Resource Recovery Stream. The Contractor shall arrange to deliver the collected recyclable material to an organization which utilizes the material for resource recovery purposes and has been approved by the City (CNS). The Contractor shall provide the City with monthly written certification, in the manner prescribed by the City, evidencing the amounts, disposal locations, recycled use and quality, and assurance of best use of all recyclable materials to help the City keep pace with the governor's recycling goal of 30% across the State of Michigan.

4.12 Types of Recyclables. The Contractor may limit recyclable collection to commonly used recyclable materials approved by the City. **For purposes of this paragraph, recyclable materials shall at a minimum include:** Mixed Paper, Corrugated Cardboard, Aluminum, Steel/Tin, Mixed Plastics, and Mixed Glass. The City does not, however, limit the Contractor to the scope of recyclable material collected, provided that said material is properly stored, transported, and recycled.

5. Fees/Rate Structure.

Charges; Residential Service Users. The BPW shall process, invoice and receive from Residential Service Users the Residential Service User rates in accordance with the fees and schedules duly adopted by resolution of the City Council.

6. Service Continuity.

Under no circumstances shall the Contractor terminate services to a Residential Service User. To the extent permitted and authorized by law, the City has adopted an ordinance requiring all Residential Service Users, except Multi Family Service Users, to subscribe and pay for residential rubbish, refuse, garbage and recyclable service collection. **NOTE: the City may adopt an ordinance requiring all Residential Service Users, including Multi Family Service Users, to subscribe and pay for residential rubbish, refuse, garbage and recyclable service collection.** The City reserves the right to enforce collections *via* real property liens.

Service Exceptions. The Contractor shall allow Residential Service Users who are absent from the City for a period of time longer than one (1) month [thirty (30) contiguous days] to receive a suspension of refuse and recycling services without charge.

7. Invoicing To and Payment By City.

The Contractor shall charge the City the rates in accordance with the proposal and bid sheet.

A. Except as set forth below, the Contractor shall provide the City with an itemized invoice listing by line item the charges for the different services provided pursuant to the terms of this Agreement. The invoice shall be provided to the City by the fifth (5th) day of each month, or the next business day if the fifth (5th) day is on a weekend or holiday, for all charges for the services it provides pursuant to the terms of this Agreement, which have accrued during the previous month and are payable by the City. Such charges shall be based upon the rates for the Work as set forth in the Agreement and the BPW's database identifying the services provided to Residential Service Users pursuant to the terms of this Agreement.

B. Invoicing for the **acquisition cost** of all new rubbish, refuse and garbage containers and recycle bins, if used, purchased by the Contractor on behalf of the City shall be mailed to the City within fifteen (15) days of the date of the City's receipt of the containers or bins along with a copy of the purchase invoice.

C. Invoicing for the cost of the **delivery or pick up** of rubbish, refuse and garbage containers, yard waste bins and recycle bins, if used, to Residential Service Users, other than Multi Family Service Users, shall occur every six (6) months by no later than January 15 and July 15 of each year of the Contract, and the invoice shall cover the delivery costs of such containers and bins for the previous six (6) months. Invoicing for the cost of the **delivery or pick up** and **rental** of refuse containers and recycle bins, if used, servicing Multi Family Complexes shall occur every six (6) months by no later than January 15 and July 15 of each year of the Contract, and the invoice shall cover the delivery and rental costs of such containers and bins for the previous six (6) months.

D. Invoicing for the **sale of extra green bags** shall occur every six (6) months by no later than January 15 and July 15 of each year of the Contract, and the invoice shall cover the costs for the City's purchase of the extra bags for the previous six (6) months.

E. Invoicing for **Project Pride Coupons** and the **Senior Help Line Pick Up** shall occur monthly, and the invoice shall cover the cost for the City's purchase of the Coupons and Senior Help Line Pick Up services for the previous month.

F. Each of the Contractor's invoices shall be due and payable within twenty (20) days after the City's receipt of the invoice.

- a. **Recyclables Gross Revenue Payment.** The Contractor shall provide an annual payment to the City of 12% of its gross annual revenue generated by the sale of recyclable material. This payment shall be payable semi-annually with payment due one month after the end of each six (6) months starting with the time of the

commencement of Work pursuant to this Agreement. The City shall use such funds for refuse ordinance code enforcement, for the continued promotion and expansion of yard waste and recycling efforts, for the collection of household hazardous waste or for such other purposes consistent with the City's refuse and recycling program which shall be determined by the City. The City reserves the right to audit (or to appoint a competent representative to audit) the books and records of the Contractor in order to verify the Contractor's figures, particularly the Contractor's gross annual revenue generated by the sale of recyclable material. Except as otherwise agreed upon, any audit of the Contractor's books and records conducted by the City under this or any other provision of this Agreement (including the Exhibits) shall be limited to a visual inspection, and the City shall make no copy, transcription, memorandum or other physical record of any document of the Contractor reviewed or audited pursuant to this Agreement. The cost of the audit shall be borne by the City, unless the City discovers that there is a discrepancy in the Contractor's bookkeeping, in which case the Contractor shall pay for the expense of the audit.

8. Length of Contract.

The term of this Agreement shall be five (5) years commencing on July 1, 2026, and it shall be exclusive to the Contractor, unless an emergency situation arises which requires the City to contract on a project-based basis with another contractor. Unless terminated earlier, this Agreement shall automatically terminate at Midnight on June 30, 2031. The City shall then have an option in its sole and complete discretion to renew the Agreement for three (3) years via competitive renegotiation or to re-bid the Contract.

9. User Invoicing and Collection.

The City, through the BPW, shall be responsible for all billing, invoicing and collection from Residential Service Users for all rubbish, refuse, garbage, yard waste and recycling services and materials covered by this Agreement. Notwithstanding the foregoing, the City shall not be responsible for any extra items such as cars, sofas, etcetera or extra services that are contracted for between the Residential Service User and the Contractor.

10. Closed Streets.

Services shall not be discontinued because of streets which are closed temporarily due to construction or for other reasons. The Contractor shall still perform its Work under the terms of this Agreement by any legal means available to it, provided that nothing contained in this Agreement shall require the Contractor to endanger its employees.

11. Reports.

11.1 Annual Reports. At the end of each calendar year of this Agreement, the Contractor shall furnish to the City an annual report on all services showing the following information:

- a) The number of Residential Service Users served for rubbish, refuse and garbage collection and recyclable materials collection;
- b) The number of Residential Service Users served for yard waste collection;
- c) The total amount of rubbish, refuse and garbage hauled by weight to a Licensed Type II Landfill, including the landfill that was used;
- d) The total amount of yard waste hauled by weight to a Department of Environment, Great Lakes, and Energy (EGLE) approved site, including the composting site actually used;
- e) The total amount of recyclable material transported and delivered to a recycling center broken down by weight of each type of recyclable material, including the recycling site actually used. At a minimum, the data should include the weights by type for each of the following recycling materials:
 - Mixed paper;
 - Corrugated cardboard;
 - Aluminum;
 - Steel/tin;
 - Mixed plastics;
 - Mixed glass;
 - Other; and
 - Total amount of contaminated non-recyclables received.

Also, on June 30 of each year of this Agreement, or the next succeeding business day that the Contractor has performed Work under this Agreement, the Contractor shall perform a physical inventory count of the rubbish, refuse and garbage containers and recycle bins, if used, broken down by container and bin size with totals for each size category, excluding containers already delivered to Residential Service Users. The Contractor shall then prepare a report regarding the physical inventory count of refuse containers and recycle bins, if used, and submit it to the City by no later than July 10 or the next succeeding business day of the year in question.

11.2 Biannual Reports.

- a) **Cart and Container Report.** On December 31 and June 30 of each Contract year or the next succeeding business day after those dates that the Contractor has performed Work under this Agreement, the Contractor shall prepare a discrepancy report itemizing missing, lost, stolen, damaged, and

destroyed refuse containers and recycle bins, if used, subtotaled by container and bin size; a report of all container, bin and bag delivery exchanges; and an itemization of the sale of refuse bags for the preceding six (6) month time period. The biannual reports shall be submitted to the City by no later than February 15 and August 15, respectively, or the next succeeding business day of the year in question, as the case may be.

- b) **Gross Revenue Report.** On December 31 and June 30 of each Contract year or the next succeeding business day after those dates that the Contractor has performed Work under this Agreement, the Contractor shall prepare a report regarding the gross revenue payments on recyclables that the City will be receiving semi-annually pursuant to subparagraph 7.f.a above "Recyclables Gross Revenue Payment." This report must indicate how much the Contractor will be paying to the City, although actual payment is not due until the times set forth in subparagraph 7.f.a above.
- c) **Recycling and Contamination Report.** On December 31 and June 30 of each Contract year or the next succeeding business day after those dates that the Contractor has performed Work under this Agreement, the Contractor shall prepare a report regarding the volume of material recycled for each of the preceding six (6) months, which shall be reported by the actual number of pounds of each recyclable material collected, for example, pounds of paper, pounds of metal, pounds of glass, pounds of plastic, etcetera; the disposition of recyclables (including recycler and location); recycle confirmation information as to the nature, quality and quantity of the recyclables sold; and the monthly revenues received upon disposition. The Contractor shall provide this information in the form of a bi-annual report to the City, which shall report the required information in a monthly format. This report shall include the contamination percentage associated with collected recyclable materials.
- d) **Project Pride Report.** On December 31 and June 30 of each Contract year or the next succeeding business day after those dates that the Contractor has performed Work under this Agreement, the Contractor shall prepare a report regarding the volume of material collected as part of Project Pride for each of the preceding six (6) months, which shall be reported by the actual number of pounds of each material collected. The Contractor shall provide the type of vehicle (e.g., pickup truck, trailer etc.) and dates and times of drop-off. The Contractor shall provide this information in the form of a bi-annual report to the City, which shall report the required information in a monthly format. This report shall include the contamination percentage associated with collected recyclable materials.
- e) The bi-annual reports required herein shall be subject to audit by the City (or the City may appoint a competent representative to conduct the audit) to verify all figures and information contained therein.

11.3 Monthly Reports. On a monthly basis, the Contractor shall provide a report outlining daily container transactions (delivered, returned and purchased) as well as an accounting of any damaged and disposed of carts itemized by size. Additionally, the Contractor shall be responsible for performing a physical inventory of all City owned carts on site. The report should also carry over total on-hand inventory (usable versus damaged) from the previous month.

11.4 Daily Reports. Each day the Contractor shall prepare and submit to the City a report regarding all Residential Service User complaints, including, but not limited to, a call log of all customer complaint calls, the nature of the complaint and what was done to resolve the complaint. This report shall be provided to the BPW and City (CNS) in an agreed upon format.

11.5 Miscellaneous Reports. The Contractor shall perform and submit to the City any other itemization or report requested in writing by the City (CNS) including, but not limited to, a discrepancy report itemizing lost containers due to a specific occurrence.

11.6 Liquidated Damages. If the Contractor fails to provide any of the above-referenced reports by the deadlines set forth herein, the Contractor shall pay as liquidated damages the sum of **Two Hundred Fifty Dollars (\$250.00)** for each incident as set forth in the Agreement.

12. Replacement of Containers and Cleanup of Debris.

12.1 The Contractor shall be required to replace all rubbish, refuse and garbage containers, yard waste containers and recycle bins and covers, if used, after the collection of the contents and to leave the same in the general location in which they were found.

12.2 All rubbish, refuse, garbage, yard waste and recycling material spilled by the Contractor must be picked up. Appropriate equipment, including a broom and shovel, must be on each collection vehicle for this purpose.

12.3 The Contractor shall repair or replace as needed any worn or damaged rubbish, refuse and garbage containers, yard waste containers or recycle bins, if used. The City (CNS) shall determine when to repair or replace any worn or damaged rubbish, refuse and garbage container, yard waste container or recycle bin, if used, and determine whether any rubbish, refuse and garbage container, yard waste container or recycle bin is fit for the purposes set forth in this Agreement. The Contractor shall pass all manufacturer warranties on rubbish, refuse and garbage containers and recycle bins, if used, through to the City which owns the refuse containers and recycle bins, if used, and the Contractor shall administer all such warranty claims on behalf of the City.

12.4 Whenever delivery or pickup is required, no matter what the reason, such as a new subscriber, service change order, stolen container or bin, etcetera, the Contractor shall deliver rubbish, refuse and garbage containers, yard waste containers and recycle bins, if used, to Residential Service Users on or before the next scheduled pick up day. Each such container or

bin shall be in sound condition and recently cleaned. The Contractor shall be responsible for all costs associated with the cleaning the refused containers and recycle bins, if used. The City may establish a policy to charge Residential Service Users that frequently lose rubbish, refuse and garbage containers, yard waste containers or recyclable bins, if used, for whatever reason. Otherwise, any lost, stolen or otherwise missing rubbish, refuse and garbage containers, yard waste containers or recycle bins, if used, shall be replaced at no additional cost to the Residential Service User. Repairs to containers or bins shall be made at no additional cost. The Contractor shall, at its cost, provide a "Notice of Attempt to Deliver" to any subscriber that, for whatever reason, is unable to receive a rubbish, refuse and garbage container, refuse bag, yard waste container, or recycle bin within the required time period.

12.5 Except as otherwise set forth herein, the Contractor shall have the right to reject and not pick up any residential rubbish, refuse, garbage, yard waste or recyclable material that exceeds the volume capacity of the approved collection container.

13. Complaints.

13.1 All Residential Service User complaints concerning the collection and removal of rubbish, refuse, garbage, yard waste or recyclables shall be received by the BPW, which shall be responsible for reporting complaints to the Contractor for investigation. Residential Service Users may also file complaints directly with the Contractor. The Contractor shall acknowledge receipt of all complaints promptly and resolve all complaints that it receives from the BPW or directly from Residential Service Users within one (1) business day of receipt and in a commercially reasonable manner. The Contractor shall provide a daily summary report of complaints to the BPW and CNS department. The Contractor shall maintain adequate personnel to receive, investigate, and successfully resolve all complaints. If it is determined that the Contractor is at fault and that a complaint is justified, then the Contractor shall, at its own expense, take such actions as are necessary to eliminate or otherwise resolve the problem resulting in the complaint. In the event a complaint is not resolved, the Contractor shall report the complaint to the BPW with an explanation of why it could not be resolved. The BPW shall make a final determination of the complaint resolution, and the decision of the BPW shall be binding on the Contractor.

13.2 The Contractor shall provide a designated contract representative or local representative who is assigned to the City on a day-to-day basis during normal working hours for the BPW. The designated contract representative shall respond and resolve complaints received by a Residential Service User and the BPW. The designated contract representative shall promptly acknowledge receipt of each complaint, and the Contractor shall resolve each complain within one (1) business day.

14. Vehicles and Equipment.

14.1 The Contractor shall furnish all necessary equipment required for the performance of its obligations under the Contract. With respect to vehicles, the Contractor shall equip each vehicle with GPS vehicle tracking which is compatible with the BPW vehicle tracking system so

that BPW customer service staff is able to monitor the location of each vehicle. The Contractor shall also equip each vehicle with a video camera to record video of the location of rubbish, refuse and garbage containers, yard waste containers and recyclable materials and the collection of such rubbish, refuse, garbage, yard waste and recyclable materials. Specifically, the video shall be able to show the rubbish, refuse, garbage, recyclable material and yard waste containers being picked up, the material being emptied into the transport vehicle and the containers being returned to the street.

14.2 The level and type of equipment proposed to be used by the Contractor shall be approved by the City at the time of the execution of this Contract and shall not be changed during the term of this Agreement except as may be otherwise agreed by the Contractor and the City.

14.3 The Contractor may use its choice of equipment to provide for the collection of rubbish, refuse, garbage and recyclable materials contingent on approval by the City, provided that general equipment specifications are met, unless otherwise approved by the City. The Contractor may also use its choice of equipment to provide for the collection of yard waste, using a different vehicle than the vehicle used for the collection of rubbish, refuse, garbage and recyclables, unless the same vehicle is used with a tow for the purpose of collecting yard waste in the tow.

14.4 The Contractor shall provide uniformly painted vehicles and equipment, shall maintain its vehicles and equipment in good condition at its own expense, and shall keep its vehicles and equipment free from objectionable odors.

14.5 Vehicles used for all rubbish, refuse, garbage, yard waste and recyclable collections must conform to all requirements of federal, state, county, and city laws and ordinances relating to safety and load limits. In the event it is not possible to fully load and stay within the limitations of law or ordinances, it shall be the responsibility of the Contractor to reduce loadings to conform thereto.

14.6 In the event that the Contractor does not have sufficient equipment available for the performance of its obligations under the Contract, it shall, within ten (10) days of the award of this Contract, produce evidence of a purchase order being placed for additional equipment to satisfy the City that additional and sufficient equipment will be available.

14.7 Vehicles used in the performance of the Contractor's duties under the Contract shall display on both sides of the truck cab, in figures five (5) inches in height, the assigned truck number of each vehicle and the Contractor's name and local telephone number. Such vehicles shall not display any advertising signs, including political signs or slogans, on the cab or body of the vehicle.

14.8 Vehicles used for the collection of rubbish, refuse, garbage, and recyclables and vehicles used for the collection of yard waste producing obnoxious odors shall be watertight and covered.

14.9 Rubbish, Refuse and Garbage Bags and Containers. The Contractor shall provide all rubbish, refuse and garbage bags and containers to be used under the terms of the Contract at costs to the City as provided under the terms of the Agreement. The Contractor shall certify that the bags and containers are constructed from a minimum of twenty-five percent (25%) recycled materials. All such bags and containers, and all markings on the bags and containers, shall be subject to approval of the City prior to the Contractor placing an order for them. All rubbish, refuse and garbage bags and containers, except 2, 4, 6, 8 and 16 cubic refuse containers servicing Multi Family Complexes, shall become the property of the City at the time that the Contractor places an order for them, and all other containers shall remain the property of the Contractor. The Contractor shall pass all manufacturer warranties on bags and containers owned by the City through to the City and shall administer all such warranty claims on behalf of the City.

14.10 Yard Waste Containers. The Contractor shall provide all yard waste containers to be used under the Contract at **no cost** to the City as provided under the terms of the Agreement. The Contractor shall certify that the containers are constructed from a minimum of twenty-five percent (25%) recycled materials. All yard waste shall be a minimum size of approximately ninety-six (96) gallons. All containers and all markings on the containers shall be subject to approval of the City prior to the Contractor placing an order for them. **All yard waste containers shall remain the property of the Contractor.**

14.11 Recycle Bins. If the Contractor chooses to use recycle bins to collect and segregate recyclable materials, then the Contractor shall provide all recycle bins required to be used under the terms of the Contract for the appropriate storage and collection of recyclable materials at costs to the City as provided under the terms of the Agreement. The Contractor shall certify that the bins are constructed from a minimum of twenty-five percent (25%) recycled materials. All recycle bins shall be a minimum size of approximately eighteen (18) gallons if servicing a Residential Service User, other than a Multi Family Service User, or ninety-six (96) gallons if servicing a Multi Family Complex, and all recycle bins shall be covered. All recycle bins, and all markings on the bins, shall be subject to approval of the City prior to the Contractor placing an order for them. All bins, except 96 gallon recycle bins servicing Multi Family Complexes, shall become the property of the City at the time that the Contractor places an order for them, but the 96 gallon recycle bins shall remain the property of the Contractor. The Contractor shall pass all manufacturer warranties on bins owned by the City through to the City and shall administer all such warranty claims on behalf of the City.

14.12 The Contractor shall repair or replace as needed any worn or damaged rubbish, refuse and garbage containers, yard waste containers or recycle bins, if used. The City (CNS) shall determine when to repair or replace any such damaged container or bin and determine whether any container or bin is fit for the purposes set forth in this Agreement. The Contractor shall pass all manufacturer warranties on rubbish, refuse and garbage containers and recycle bins, if used, owned by the City through to the City and shall administer all such warranty claims on behalf of the City.

14.13 Whenever delivery or pickup is required, no matter what the reason, such as a new subscriber, service change order, stolen container or bin, etcetera, the Contractor shall deliver a new container or bin to Residential Service Users on or before the next scheduled pick up day. Each such container or bin shall be in sound condition and recently cleaned. The Contractor shall be responsible for all costs associated with such cleaning of containers and bins. Any lost, stolen, or otherwise missing containers or bins shall be replaced at no additional cost to the Residential Service User. The City may establish a policy to charge Residential Service Users that frequently lose containers or bins for whatever reason. Repairs to such containers or bins shall be made at no additional cost. The Contractor shall, at its cost, provide a "Notice of Attempt to Deliver" to any subscriber that, for whatever reason, is unable to receive a container, bags or bin within the required time period.

14.14 Within thirty (30) days of the expiration of this Agreement, the Contractor shall voluntarily transfer the physical inventory owned by the City which remains in the Contractor's possession to the City or its designated representative, including, but not limited to, a subsequent Contractor. The physical inventory shall be delivered in good condition to a site designated by the City, and it shall be organized at the delivery site by the Contractor in such a manner as to be easily accessible and inventoried by the City.

15. Insurance.

15.1 General Provisions.

A. Except as otherwise specified in this Contract, the Contractor and its subcontractors shall be required at their own expense to maintain in effect at all times during the performance of the Work under the terms of this Contract insurance coverage with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, but it shall constitute a breach of the Contract.

B. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by the Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under this Contract.

C. Any insurance carried by the City which may be applicable shall be deemed to be excess insurance, and the Contractor's insurance shall be primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

15.2 Certificate of Insurance.

A. At the time of the execution of this Contract and each subcontract (but in any event prior to commencing the Work and as a condition precedent to the Contractor's

and its subcontractors' initiation of performance), the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificate shall be updated annually, with the Contractor providing the City with a new certificate before the current certificate expires. The certificates shall provide that any company issuing an insurance policy for the Work under this Contract shall provide not less than thirty (30) days advance written notice to the City prior to cancellation, termination, or material change of any policy of insurance. In addition, the Contractor shall immediately provide written notice to the City upon receipt of a notice of cancellation of any insurance policy or a decision to terminate or alter an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certifications that the policies are of the "occurrence" type. Certificates of insurance for the Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the City.

B. Each certificate shall quote the insuring agreement and all exclusions and additions as they appear in the policy; or, in lieu of certificates, copies of the complete policy may be submitted. All insurance policies shall be issued by a company authorized to do business under the laws of the State of Michigan. The insurance company which issues the coverage provided by this paragraph shall have an A.M. Best rating of not less than "A."

C. If the Contractor fails to provide or maintain any of the insurance coverages required under this Contract at any time during the term of this Contract, then the City may, at its option, obtain coverage and charge the expense to the Contractor. If the Contractor fails to pay the amount charged within 15 days of demand, then the City may deduct the amount from the City's monthly payment to the Contractor. If there is more than one such violation, then, at its discretion, the City may draw on the Standby Letter of Credit for the amount charged, instead of deducting the amount from the monthly payment to the Contractor.

15.3 Additional Insureds. All applicable insurance coverage furnished under this Contract shall include the City, its directors, officers, partners, consultants, agents, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors.

15.4 Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all applicable insurance policies, to waive all rights of subrogation against the City, its directors, officers, partners, consultants, agents, and employees and against other contractors and subcontractors.

15.5 Worker's Compensation and Employer's Liability. This insurance shall protect the Contractor and the additional insureds against all claims under applicable state worker's compensation laws. The insureds shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a worker's compensation law.

The liability limits shall not be less than:

Worker's Compensation:	Statutory - Michigan
Employers' Liability:	\$500,000.00 each occurrence

15.6 Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and it shall cover the operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily Injury and Property Damage:	\$1,000,000.00 combined single limit each occurrence
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15.7 Commercial General Liability. This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person other than the Contractor's employees or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under Section 16 entitled Indemnification (below), and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment). The liability limits shall not be less than:

Personal Injury and Property Damage:	\$1,000,000.00 combined single limit each occurrence and \$2,000,000.00 aggregate
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15.8 Excess Liability Policy. This insurance shall protect the Contractor and the additional insureds against all claims in excess of the limits provided under the employer's liability, comprehensive automobile liability, and comprehensive general liability policies. The liability limits of the excess liability policy shall not be less than \$5,000,000.00. The policy shall be an "occurrence" type policy.

15.9 Pollution Coverage Endorsement. The insurance coverage shall include a pollution coverage endorsement.

16. Indemnification.

16.1 To the fullest extent permitted bylaws and regulations, the Contractor shall defend, indemnify, and hold harmless the City, its directors, officers, partners, consultants, agents, and employees from and against all liability, claims, damages, losses, and expenses, direct, indirect, or consequential (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals, including court and arbitration costs) arising out of or

resulting from the performance of, or failure to perform, the Work by the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, and regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulation and regardless of the negligence of any such party.

16.2 In any and all claims against the City, or any of its directors, officers, partners, consultants, agents, or employees by any employee of the Contractor, subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such subcontractor or other person or organization under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of its subcontractors.

17. Independent Contractor. The Contractor is an independent contractor. The Contractor shall be responsible for its own liability insurance, worker's compensation insurance, unemployment insurance, and any other employment related insurance or benefits for any individual employed by the Contractor in any capacity connected with the services to be provided to the City. Nonetheless, the City reserves the right to request, and the Contractor agrees to effectuate, the reassignment of any employee or agent whose actions are deemed by the City, in the exercise of its sole discretion, to be unacceptable for any individual dealing with the residents and general public of the City of Holland.

18. Standby Letter of Credit. The Contractor shall obtain from its bank an irrevocable Standby Letter of Credit issued to the Contractor in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) for the five (5) year term of this Agreement. The Standby Letter of Credit shall require payment to the City in the event the Contractor should fail to perform pursuant to the terms and conditions of this Agreement. Specifically, if the City certifies that a default under the terms of this Agreement has occurred or if the City certifies the payment of liquidated damages for non-performance of this Agreement, in accordance the relevant terms of the Agreement, then the City may draw on the Standby Letter of Credit to cover any and all damages incurred, including reasonable attorney fees, by the City in connection therewith.