



**CITY OF NOVI CITY COUNCIL  
MARCH 8, 2021**

**SUBJECT:** Approval of the contract for Collection of Solid Waste, Recycling & Yard Waste, and Other Services to GFL Environmental USA, Inc for a period of eight (8) years beginning July 1, 2021, and expiring on June 30, 2029. The first-year cost would be \$138.00. Subject to final review and approval of the form of agreement by the City Manager's office and the City Attorney, including changes determined to be consistent with Request for Proposals.

**SUBMITTING DEPARTMENT:** City Manager's Office

**BACKGROUND INFORMATION:**

City staff facilitated a bid process for municipal trash hauling services per the direction of City Council's Consultant Review Committee (CRC). The request for proposals (RFP) was advertised on January 4, 2021, and was due back on February 4, 2021. Four (4) firms submitted proposals:

- GFL Environmental
- Priority Waste
- Republic Services
- Waste Management (the City's current provider)

A cross-departmental evaluation team used a Qualifications-Based Selection (QBS) process to provide a recommendation. The group independently scored GFL Environmental as the overall best service provider. Evaluators noted the firm's size and significant resources, proven track record with numerous positive references, a great relationship with the Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC), and an aggressive price quote elevated them to the top of the list. Novi residents currently pay **\$173.88**, and GFL's first-year fee is **\$138.00**. Their year eight (8) fee is still below the current cost at **\$148.61** (further details enclosed). Residents will receive the same level of service; a 96-gallon trash cart plus additional bags weighing no more than 35 gallons and weekly recycling collection utilizing a 64-gallon cart.

Additionally, yard waste collection will be expanded two weeks each season into the second full week of December. Furthermore, condo owners will receive a different rate

as they usually do not require yard waste collection. Condo residents will enjoy a \$111 fee in year one (1) and a \$119.53 in year eight (8) of the agreement.

The findings and results from the RFP process were brought before the CRC on February 16, 2020. The CRC unanimously recommended to City Council approval of the award to GFL Environmental. Following the CRC, staff met with GFL representatives to chart a course of implementation. City staff is currently in discussion with Waste Management (WM) regarding the possibility of purchasing (and rebranding) the carts currently in Novi garages. If the City (or GFL Environmental) did not acquire the WM carts, similar to the process five years ago, the company awarded the bid will order and deliver new carts before their contract begins in July.



Similar to the City's efforts five years ago, if approved, a robust and aggressive public information campaign will commence with the intent of a July one start date.

**RECOMMENDED ACTION:** Approval of the contract for Collection of Solid Waste, Recycling & Yard Waste, and Other Services to GFL Environmental USA, Inc for a period of eight (8) years beginning July 1, 2021, and expiring on June 30, 2029. The first-year cost would be \$138.00. Subject to final review and approval of the form of agreement by the City Manager's office and the City Attorney, including changes determined to be consistent with Request for Proposals.

RFP Collection and Disposal of Solid Waste -  
Residential Services

2/4/21

	<b>GFL Environmental</b>	<b>Priority Waste</b>	<b>Republic Services</b>	<b>Waste Management</b>
<b>Residential Rate (per household per year)</b>				
Year 1	\$138.00	\$174.00	\$227.52	\$181.44
Year 2	\$138.00	\$170.52	\$234.36	\$188.64
Year 3	\$138.00	\$167.16	\$241.44	\$196.20
Year 4	\$141.45	\$163.80	\$248.64	\$204.00
Year 5	\$144.99	\$160.44	\$263.76	\$212.16
Year 6	\$144.99	\$165.36	\$263.76	To Be Negotiated
Year 7	\$148.61	\$170.28	\$271.68	To Be Negotiated
Year 8	\$148.61	\$170.28	\$279.84	To Be Negotiated
<b>Residential CONDO Rate (per household per year)</b>				
Year 1	\$111.00	\$144.00	\$180.12	\$158.61
Year 2	\$111.00	\$141.12	\$185.52	\$165.00
Year 3	\$111.00	\$138.24	\$191.04	\$171.60
Year 4	\$113.78	\$135.48	\$196.80	\$178.44
Year 5	\$116.62	\$132.72	\$202.68	\$185.52
Year 6	\$116.62	\$136.68	\$208.80	To Be Negotiated
Year 7	\$119.53	\$140.76	\$215.04	To Be Negotiated
Year 8	\$119.53	\$144.96	\$221.52	To Be Negotiated
<b>Built-In Cost of New Carts</b>				
	\$12.24	\$1.75	15,400 trash carts & 15,400 recycle bins	\$0.00

**BID TABULATION - COLLECTION AND DISPOSAL OF SOLID WASTE -MUNICIPAL SITE AND SPECIAL REFUSE RECYCLING**

2/4/21

Location	Qty	Equipment	Service	GFL Environmental Cost per month	Priority Waste Cost per month	Republic Services Cost per month	Waste Management Cost per month
Public Center	1	3 yd w/lid	4 x week (M,W, F,Sat)	No Charge	\$125.00	\$182.00/mo. - 4 yd container	\$103.92
Police	1	8 yd slant dumpster with lid	2 x week	No Charge	\$125.00	\$182.00	\$138.56
Power Park	1	8 yd slant dumpster with lid	1 x week May - October only, no service/billing in winter, container left on site. If used by Facility Operations during winter, there may be a charge.	No Charge	\$125.00	\$182.00	\$207.84
Lakeshore Park	1	8 yd slant dumpster with lid	1 x week (April, May, Sept, Oct). 2 x week (June - Aug). No service Nov - March. Leave container on site, billing suspended during no service period.	No Charge	\$62.50 \$125.00	\$91.00 \$182.00	\$138.56
Community Sports Park	2	8 yd slant dumpster with lid	1 x week (April, May, Sept, Oct). 2 x week (June - Aug). No service Nov - March. Leave container on site, billing suspended during no service period.	No Charge	\$62.50 \$125.00	\$182.00 \$364.00	\$277.12
Department	4	St#1:4-96 gal carts, St#2: 2-96 gal carts, St#3: 2-96 gal carts, St#4: 2-96 gal carts, plus 2 carts for recycling each locale	1 x week	No Charge	\$145.00	\$270.00	\$0.00
Library	1	front load 6 yd	2 x week (Tues/Fri)	No Charge	94.00	137.00	\$103.92
Arena	2	8 yard plus 4 yard recycling bin	3 x week - 8 yd; 1 x for recycling bind	No Charge	\$187.00 \$32.00	378.00	\$207.84
Shadowbrook Commons	1	2 yard compactor + 15 recycling bins	3x week, M, W, F (main building)	No Charge	\$40.00 \$90.00	\$282.00 - compactor not included	\$155.88
	60	customer supplied can or bags, plus contractor supplied recycle bin	1x week (curbside pickup at ranch units)	No Charge	870.00	720.00	\$0.00
	1	6 yard compactor	as needed, usually 1x qtr (main building)	No Charge	\$20.00/service	\$70.00/pull - compactor not included	\$155.88
				<b>Cost / pickup</b>	<b>Cost / pickup</b>	<b>Cost / pickup</b>	<b>Cost / pickup</b>
PW	1	30 yd rolloff	On-call special roll off	\$285.00	325.00	\$285/pull + \$30 per ton	\$315.00 plus disposal over 4 tons
PW	1	30 yd rolloff	pick up on-call basis.				
PW	1	30 yd rolloff	2nd container as needed				
PW		2,500 yards	Vendor provides equip to haul away debris	\$285 per 30yd Rolloff	\$200.00/haul+ \$7.00/yard	\$285/pull + \$30 per ton *City loads roll off containers	More details required on materials, location, necessary equip.
<b>Other Services-Storm Cleanup (Hourly rates)</b>							
Refuse				\$175.00/hour	\$125/hour/truck + crew	\$205.00/hour	\$225.00/hour plus disposal
Hard Waste				\$175.00/hour	\$125/hour/truck + crew	\$205.00/hour	\$225.00/hour plus disposal

Community	\$/unit/Yr	Hauler	Trash carts	Recycling carts	Yard waste collected	Bulk items collected	Notes
Rochester Hills	\$ 222.96	GFL	yes	yes	yes	yes	Extra bags and cans may be placed near the cart. Extra carts are available for purchase.
West Bloomfield	\$ 221.04	GFL	opt in	opt in	yes	yes	Trash carts can be purchased.
Waterford Twp	\$ 218.64	GFL	yes	opt in	yes	yes	Extra bags may be set near the cart. Extra carts are available for purchase.
Orion Twp	\$ 217.08	GFL	yes	yes	yes	yes	All items must be in cart. Extra carts available for purchase.
Bloomfield Hills	\$ 211.80	GFL	yes	yes	yes	yes	Extra bags and cans may be placed near the cart. Extra carts are available for purchase.
Oak Park	\$ 210.11	SOCRRA	no	yes	yes	yes	Will be transitioning to trash carts.
Chesterfield Twp	\$ 210.00	GFL	opt in	opt in	yes	yes	Trash carts can be purchased.
Hazel Park	\$ 205.90	SOCRRA	yes	yes	yes	yes	Allows but discourages bags and cans outside of the carts.
<b>Median</b>	<b>\$ 205.28</b>						
Ferndale	\$ 204.66	SOCRRA	no	yes	yes	yes	
Lathrup Village	\$ 202.66	SOCRRA	no	yes	yes	yes	
Washington Twp	\$ 202.08	GFL	opt in	opt in	yes	yes	Trash carts can be purchased.
Commerce Twp	\$ 198.12	GFL	yes	yes	yes	yes	Extra bags may be set near the cart. Extra carts are available for purchase.
Shelby Twp	\$ 198.00	GFL	yes	yes	yes	yes	Extra bags and cans may be placed near the cart. Extra carts are available for purchase.
Clawson	\$ 196.65	SOCRRA	no	yes	yes	yes	
Keego Harbor	\$ 193.80	GFL	opt in	opt in	yes	yes	Trash carts can be purchased.
New Haven	\$ 191.40	GFL	opt in	opt in	yes	yes	Trash carts can be purchased.
Rochester	\$ 188.16	GFL	opt in	opt in	yes	yes	Trash carts can be purchased.
Pleasant Ridge	\$ 187.42	SOCRRA	no	yes	yes	yes	
Birmingham	\$ 184.70	SOCRRA	no	yes	yes	yes	
Beverly Hills	\$ 184.70	SOCRRA	no	yes	yes	yes	
<b>Novi WM Yr. 1</b>	<b>\$ 181.44</b>	<b>WM</b>	<b>yes</b>	<b>yes</b>	<b>yes</b>	<b>yes</b>	
Royal Oak	\$ 178.45	SOCRRA	no	yes	yes	yes	Considering trash carts.
<b>Novi</b>	<b>\$ 173.88</b>	<b>WM</b>	<b>yes</b>	<b>yes</b>	<b>yes</b>	<b>yes</b>	Extra bags and cans may be placed near the cart. Extra carts are available for purchase.
Berkley	\$ 172.99	SOCRRA	no	yes	yes	yes	
Huntington Woods	\$ 169.31	SOCRRA	no	yes	yes	yes	
Romeo	\$ 168.00	GFL	no	no	yes	yes	
Troy	\$ 163.04	SOCRRA	no	yes	yes	yes	
Farmington	\$ 160.38	WM	no	yes	yes	yes	RRRASOC community
Farmington Hills	\$ 160.38	WM	no	yes	yes	yes	RRRASOC community
Wixom	\$ 160.38	WM	no	yes	yes	yes	RRRASOC community
Walled Lake	\$ 153.53	GFL	no	opt in	yes	yes	RRRASOC community
Milford Township	\$ 152.52	GFL	no	opt in	yes	yes	RRRASOC community
<b>Novi GFL Yr 8</b>	<b>\$ 148.61</b>	<b>GFL</b>	<b>yes</b>	<b>yes</b>	<b>yes</b>	<b>yes</b>	
South Lyon	\$ 147.06	GFL	no	opt in	yes	yes	RRRASOC community
Milford	\$ 139.20	GFL	no	opt in	yes	yes	RRRASOC community
<b>Novi GFL Yr 1</b>	<b>\$ 138.00</b>	<b>GFL</b>	<b>yes</b>	<b>yes</b>	<b>yes</b>	<b>yes</b>	
Southfield	\$ 127.00	GFL	no	opt in	yes	yes	RRRASOC community
<b>Average</b>	<b>\$ 202.63</b>						

	GFL Environmental	Priority Waste	Republic Services	Waste Management
<b>Residential Rate (per household per year)</b>				
Year 1	\$138.00	\$174.00	\$227.52	\$181.44
Year 2	\$138.00	\$170.52	\$234.36	\$188.64
Year 3	\$138.00	\$167.16	\$241.44	\$196.20
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Year 7	\$148.61	\$170.28	\$271.68	To Be Negotiated
Year 8	\$148.61	\$170.28	\$279.84	To Be Negotiated
<b>Annual Totals per company</b>				
Year 1	21,200,112	26,730,576	34,952,532	27,873,539
Year 2	21,200,112	26,195,964	36,003,321	28,979,631
Year 3	21,200,112	25,679,788	37,090,979	30,141,029
Year 4	21,730,115	25,163,611	38,197,071	31,339,296
Year 5	22,273,944	24,647,435	40,519,866	32,592,868
Year 6	22,273,944	25,403,265	40,519,866	To Be Negotiated
Year 7	22,830,063	26,159,095	41,736,568	To Be Negotiated
Year 8	22,830,063	26,159,095	42,990,140	To Be Negotiated

Novi Units 12,802

<b>Residential CONDO Rate (per household per year)</b>				
Year 1	\$111.00	\$144.00	\$180.12	\$158.61
Year 2	\$111.00	\$141.12	\$185.52	\$165.00
Year 3	\$111.00	\$138.24	\$191.04	\$171.60
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Year 6	\$116.62	\$136.68	\$208.80	To Be Negotiated
Year 7	\$119.53	\$140.76	\$215.04	To Be Negotiated
Year 8	\$119.53	\$144.96	\$221.52	To Be Negotiated
<b>Annual Totals per company</b>				
Year 1	\$3,524,472	\$4,572,288	\$5,719,170	\$5,036,185
Year 2	\$3,524,472	\$4,480,842	\$5,890,631	\$5,239,080
Year 3	\$3,524,472	\$4,389,396	\$6,065,902	\$5,448,643
Year 4	\$3,612,743	\$4,301,761	\$6,248,794	\$5,665,827
Year 5	\$3,702,918	\$4,214,125	\$6,435,495	\$5,890,631
Year 6	\$3,702,918	\$4,339,863	\$6,629,818	To Be Negotiated
Year 7	\$3,795,317	\$4,469,412	\$6,827,950	To Be Negotiated
Year 8	\$3,795,317	\$4,602,770	\$7,033,703	To Be Negotiated

Novi Units 2,646

Grand Totals	<b>204,721,091.76</b>	<b>241,509,286.08</b>	<b>362,861,807.04</b>	<b>178,206,728.40</b>
				Only a 5 year total



ORIGINAL

**CITY OF NOVI**

**Attn: Finance Department  
45175 Ten Mile Road  
Novi, Michigan 48375**

**RFP - 01042021 Solid Waste Collection – Collection and Disposal of Solid Waste: Refuse, Recyclables & Yard Waste and Other Services in Novi, Michigan**

**Pre-Proposal Conference**

**Friday, January 15, 2021 at 10:00 am**

**Proposal Deadline**

**Thursday, February 4, 2021 by 2:00 pm EST**

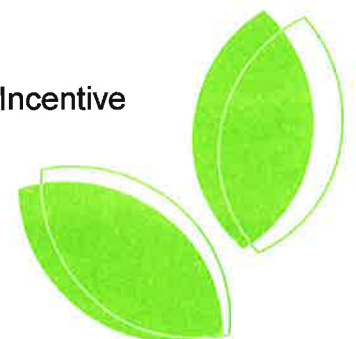
**Contractor**

**GFL Environmental USA Inc  
26999 Central Park Blvd., Suite 200  
Southfield, Michigan 48076-4145  
844.464.3587  
[www.gflusa.com](http://www.gflusa.com)**



**CITY OF NOVI - INDEX**

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  - - Transmittal/Certification Letter & Introduction to GFL Environmental USA Inc
    - **Bid Bond**, Performance Bond & Insurance Acknowledgements
- Tab 2. Addendum 1, 2, 3 & 4 Received and Acknowledged
- Tab 3. 1.3.10 – Independent Price Determination
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- Tab 5. 4.2 – Section 4.2.1, Technical Proposal Checklist
- Tab 6. 4.2 – Section 4.2.1, Proposer's Statement of Organization Form A
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- Tab 12. 4.3 - Sections 4.3.1 & 4.3.2, Appendix A, Cost Proposal Checklist, Signature Page and **Pricing Pages** and Appendix B & C
- Tab 13. Additional Corporate Information - Why Choose GFL, Michigan Statement of Good Standing, Authorization to Sign, Articles of Incorporation, History of community Support, References, Letters of Recommendation, Recycling Programs and Disposal Sites.
- Tab 14. Why Choose GFL Environmental USA Inc
- Tab 15. GFL Alternate Proposal 1, GFL Rewards for Recycling Incentive Program and Cart Information and Specifications.







## **CITY OF NOVI**

### **RFP # 01042021 – Residential Solid Waste Services**

#### **4.1 Proposal Summary – 4.1.1 through 4.1.3**

➤ **Please see the following documents on the succeeding pages.**

- RES Transmittal/Certification Letter and Introduction to GFL Environmental USA Inc, 3 pages
- Bid Bond, 2 pages
- Performance Bond Acknowledgement, 2 pages
- Insurance Acknowledgement, 3 pages





February 4, 2021

City of Novi  
Attn: Finance Department  
45175 Ten Mile Road  
Novi, Michigan 48375

Re: Certification Letter and Introduction to Rizzo Environmental Services, Inc., and Notice of Joint Venture and Joint Bid.

Dear Sir or Madam,

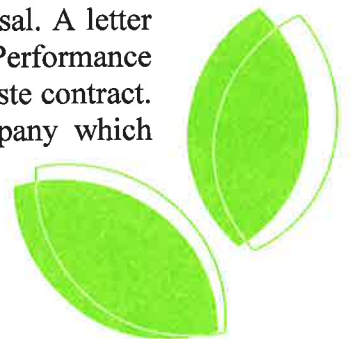
On Behalf of GFL Environmental USA Inc., we would like to thank you for the opportunity to participate in the bidding and selection process for the City of Novi RFP-01042021 – Collection and Disposal of Solid Waste: Refuse, Recyclables and Yard Waste and Other Services in Novi, Michigan.

Our Bid Proposal for the five (5) year Solid Waste Program beginning July 1, 2021 and ending June 30, 2020 with an option to renew for an additional three (3) years is also enclosed. All residential pricing submitted by GFL is firm for the time period requested in the Novi bid document, **one hundred and twenty (120) days**, from opening for the purpose of reviewing results and investigating qualifications of proposers prior to making an award.

Our bid guarantee in the amount \$100,000.00 is also included and can be found under Tab #1 of our submittal. GFL Environmental USA Inc further acknowledges that we have received all addendums/questions and answers from the City of Novi and can be found under Tab # 2 of our submittal. Section 1.3.10, Independent Price Determination is also completed as required and can be found under Tab #3 of our submittal.

Information about GFL and the management team has been submitted in order to emphasize the capability of our company. A company History of Residential Solid Waste Management Experience is enclosed that contains a generic description of the scope of basic services that are provided to many communities in Southeast Michigan. Personal profiles of the individuals that will be directly responsible for the City of Novi solid waste program are also included in our History of Residential Solid Waste Management Experience.

Each of the items specified in the Novi bid document have been reviewed by our senior management team at GFL, addressed accordingly and included in our proposal. A letter from our bonding company is also included acknowledging that the required Performance Bond will be issued to the City of Novi should GFL be awarded the solid waste contract. Finally, we have included an acknowledgement from our insurance company which



signifies that the insurance requirements will be met as required by the bid documents. Both of these documents can be found under Tab #1 of our submittal.

As we have stated, our Senior Management Team here at GFL has extensive experience within the waste collection field, including municipal collection of residential solid waste, transportation and disposal, yard waste collection & processing, recycling services and solid waste and yard waste transfer services, and the collection and disposal of commercial solid waste and recycling services.

**GFL currently provides residential household solid waste, yard waste, recycling and bulk waste collection services** to seventy two (72) communities, (approximately 8756,000 households per week) and specializes in serving prominent communities like **the City of Novi. We currently service many of your neighboring communities like, Plymouth Township, the City of Livonia, West Bloomfield Township, Milford Village and Township and recently awarded the City of Allen Park residential contract..**

We have outlined below a few enhancements that Novi will enjoy should GFL Environmental Environment USA Inc be selected as your solid waste provider;

- **Alternate Proposal 1 - GFL Rewards for Recycling:** GFL has made available to all Novi residents a Recycling Incentive Program. Our GFL Rewards for Recycling Incentive Program rewards residents for their increased recycling efforts. More about this exciting program can be found under Tab #15 of our submittal
- **Enhanced Bulk Waste Collection:** GFL would like to extend to the City of Novi our Enhanced Bulk Waste Collection Service. This would allow residents the ability to place out additional bulk waste items, furniture & appliances, for the times when they remodel a room or two and have more than a couple of items to place out for collection. **No need to call anymore**, just set out on your regular collection day, it's that simple. This program does not include evictions or move-outs.
- **Why Choose GFL Environmental USA Inc:** Under Tab #14 of our submittal we have included pertinent information about GFL. We are the only environmental and solid waste provider in Southeastern Michigan that can not only provide disposal services for household solid waste but can also process both recyclables and yard waste.

With a new landfill, GFL Arbor Hills Landfill, four recycling centers for processing recyclables and a composting facility, Newark Aggregate & Landscape Supply, GFL is positioned to service all you residential needs.

- **Collection Routes** – GFL will adhere to the current collection schedule as requested. Upon award of the solid waste program to GFL, we will coordinate with the City of Novi transition team to make sure all participating unit within the new solid waste program are verified. This will assure a safe, efficient and seamless transition for the current subscription service to the new single hauler program.

These are a few of the personalized benefits that a leader in the Waste Industry can provide a community like Novi. **We also have the capability to assist residents with special needs if necessary.**

The GFL corporate offices are now located at 26999 Central Park Blvd., Suite 200 Southfield, Michigan 4848075-4145. We also currently operate four (4) collection facilities in Southeastern Michigan, Sterling Heights, Warren, Pontiac and our Wayne location that well service Novi, located at 39000 Van Born Road, Wayne, Michigan 48184. With a total of over six hundred (600) collection vehicles and over one thousand employees, we are well positioned to provide all the services require in the City of Novi bid document.

As you review the content of the bid information and clarification is needed, we are prepared to meet with you or your staff and address items of concern or discuss points of interest. Please contact us at your earliest convenience.

Sincerely,



Lou Berardicurti, Regional Vice President  
GFL Environmental USA Inc

THE AMERICAN INSTITUTE OF ARCHITECTS



Document A310

Bid Bond

Conforms with the American Institute of Architects AIA Document 310

KNOW ALL MEN BY THESE PRESENTS, that we GFL Environmental USA Inc.

26999 Central Park Blvd., Suite 200, Southfield MI 48076

(Here insert full name, address and address or legal title of contractor)

as Principal, hereinafter called the Principal, and HARCO NATIONAL INSURANCE COMPANY  
702 Oberlin Road, Raleigh, NC 27605

a corporation duly organized under the laws of the State of Illinois and authorized to transact business in the State of Michigan, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Novi, 45175 Ten Mile Road, Novi, MI 48375

(Here insert full name, address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of One Hundred Thousand and 00/100  
Dollars (\$100,000.00) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP 01042021 Collection and Disposal of Solid Waste: Refuse, Recyclables, Yard Waste, and Other Services in Novi, Michigan

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may In good faith contract with another party to perform the Work covered by said bid, or as otherwise required in the bid specifications, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of January, 2021.

[Signature]  
(Witness)

GFL Environmental USA Inc.  
(Principal) (Seal)

By: [Signature]  
(Title) REGIONAL V.P.

Harco National Insurance Company  
(Surety) (Seal)

By: [Signature]  
(Title)  
Arthur L. Colley, Attorney-in-Fact

[Signature]  
(Witness) Bonnie T. Atnip

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # \_\_\_\_\_ Bid Bond \_\_\_\_\_

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**BONNIE T. ATNIP, NICOLE M. COLLEY, ARTHUR L. COLLEY**

Charlotte, NC

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 27, 2021

A02686

Irene Martins, Assistant Secretary

# Harco National Insurance Company

---

## Consent of Surety

City of Novi  
45175 Ten Mile Road  
Novi, MI 48375

RE: GFL Environmental USA Inc.

The Harco National Insurance Company, herein referred to as Surety, a corporation organized and existing under the laws of the State of Illinois and duly authorized to transact business in the State of Michigan, hereby agrees that if the contract for RFP 01042021 Collection and Disposal of Solid Waste: Refuse, Recyclables, Yard Waste, and Other Services in Novi, Michigan, for which the accompanying proposal is made, be awarded to GFL Environmental USA Inc., the Surety will furnish a performance bond in an amount as set forth in the terms of the contract.

Signed, sealed, and dated this 27th day of January, 2021.

**Harco National Insurance Company**

By: Arthur L. Colley  
Arthur L. Colley, Attorney-in-Fact

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # Consent of Surety

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**BONNIE T. ATNIP, NICOLE M. COLLEY, ARTHUR L. COLLEY**

Charlotte, NC

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 27, 2021

A02686

Irene Martins, Assistant Secretary





## NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured GFL Environmental Holdings (US), Inc.			Endorsement Number 20
Policy Symbol HDO	Policy Number G71236353	Policy Period 04/01/2020 TO 04/01/2021	Effective Date of Endorsement 4/1/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
  - i. The beginning of the Policy period, if this endorsement is effective as of such date; or
  - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



---

Authorized Representative

Best Service.  
Best Price.



**GFL** GREEN FOR LIFE  
environmental



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Serving the Great State of Michigan

1.844.GO.GFLUSA / GFLUSA.com

# How GFL Environmental USA differs from Other Waste & Recycling Firms:



## Green Today. Green For Life.

GFL is a fully integrated waste management company that has over forty years of experience in North American waste management and processing. We provide a variety of waste collection, hauling and recycling services to residential, commercial and industrial customers.

Green For Life strives to be the most customer-conscious company in our industry and we make an effort to prove that every day. We are committed to building our company, our people and our reputation through exceptional service standards, environmental protection and positive contributions that reflect the values of the communities where we live and work.

The entire company is led by a driving passion to respect and act responsibly toward the environment. We achieve this by providing service excellence to those who place their trust in GFL's growing network of waste and recycling operations.

## Over 700 employees serving in Michigan.

We take pride in how we collect waste and perform recycling, and it shows in everything from how we treat our customers to how we maintain our fleet of vehicles.

For us, it's not just a garbage and recycling company. We place a heavy emphasis on personal service, which translates to responsibility and a passion to excel.

And we're not shy about rolling up our sleeves to support everything from Little League teams to shelters for battered women to options for kids at risk. At GFL, giving back isn't an option, but a responsibility and privilege.



It's not all the equipment. It's the team.  
GFL people make the difference.



# We're Real Big on Recycling. We're Green For Life.

## Over 650 Million Pounds Recycled Yearly

Each year we recycle over 650 million pounds of materials received from curbside pickups to large corporations and manufacturers.

And that's right here in Michigan.

We take recycling and waste management very seriously. Like you, we care for our environment.

Visit our website for a helpful Do's & Don't Guide to Recycling along with other helpful FAQs:

**GFLusa.com/recycle**



### WE RECYCLE:

#### YARD WASTE:

We pick it up separately and compost all of it at an approved compost facility which then reuses it.

#### FIBERS:

Corrugated cardboard, mixed paper, newspaper, white paper, phone books, junk mail and more.

#### METALS:

Copper, Aluminum, Brass, Iron, Steel - unprepared and prepared.

#### GLASS:

Mixed scrap glass, sorted clear containers, scrap plate glass and more.

#### PLASTICS:

Household plastics, #1 - #7, plastic jugs and bottles and much more.

#### CONSTRUCTION:

Concrete, wood, cardboard, glass, and metals.

#### COMPUTERS:

Computers, cell phones and other antiquated electronic equipment is recycled effectively.



GFLusa  
CARES  
SINCE  
1965



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Sterling Heights, MI, 48313  
586.772.8900 Office  
586.795.2740 Fax  
844.464.3587 Customer Service

1.844.GO.GFLUSA / GFLUSA.com

## Addendum

Addendum	Date
Addendum No. 1	01/13/2021 08:20 AM EST
Addendum No. 2	01/14/2021 02:50 PM EST
Addendum No. 3	01/21/2021 08:15 AM EST
Addendum No. 4	01/25/2021 11:40 AM EST



**Documents**

**Addendum No. 4**

Document	Size	Uploaded Date	Language
ADDENDUM #4 [pdf]	96 Kb	01/25/2021 11:39 AM EST	English

**Addendum No. 3**

Document	Size	Uploaded Date	Language
ADDENDUM #3 [pdf]	687 Kb	01/21/2021 08:13 AM EST	English

**Addendum No. 2**

Document	Size	Uploaded Date	Language
ADDENDUM #2 [pdf]	41 Kb	01/14/2021 02:48 PM EST	English

**Addendum No. 1**

Document	Size	Uploaded Date	Language
ADDENDUM #1 [pdf]	52 Kb	01/13/2021 08:18 AM EST	English

**Original Solicitation**

Document	Size	Uploaded Date	Language
Bid Document [pdf]	268 Kb	01/04/2021 05:34 PM EST	English
Appendix Forms [pdf]	1008 Kb	01/04/2021 05:35 PM EST	English



**CITY OF NOVI**  
**RFP Solid Waste Collection and Disposal Services**  
**ADDENDUM #4**

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

**RESPONSE:** The Contractor shall verify receipt of this Addendum on the Bid/Fee Proposal Form.

**CONTENTS:** Included in this Addendum is REVISED page **A-4** of the **Appendix Forms** file.

Tracey Marzonie  
Purchasing Department

Notice dated: January 25, 2021

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

**Appendix A**  
**Collection Cost Proposal – Residential Curbside Collection and Disposal Services**

**Residential Rate** – Hauler-provided 64-gallon recycling cart and 96-gallon refuse cart; homeowner-provided yard waste bags/containers; bulky items, Recycling and refuse collected by semi-automated collection process. Selected contractor maintains ownership of the refuse and recycling carts and will be responsible for cart maintenance and replacement costs. Residents are able to use additional bags or containers no larger than 35 gallons and no heavier than 60 pounds.

<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>		

Costs for residential curbside service are to be per household per year and inclusive of any disposal costs, tipping fees, surcharges, or taxes in effect as of July 1, 2021.

*Of the cost listed above (and below) please denote the amount included/"built-in" for acquisition of new carts \_\_\_\_\_*

**Residential CONDO Rate** – Hauler-provided 64-gallon recycling cart and 64-Gallon (possibly a 96-gallon, depending on the development) refuse cart; bulky items, Recycling and refuse collected by semi-automated collection process. Selected contractor maintains ownership of the refuse and recycling carts and will be responsible for cart maintenance and replacement costs. Residents are able to use additional bags or containers no larger than 35 gallons and no heavier than 60 pounds.

<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>		



**CITY OF NOVI**  
**RFP Solid Waste Collection and Disposal Services**  
**ADDENDUM #3**

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

**RESPONSE:** The Contractor shall verify receipt of this Addendum on the Bid/Fee Proposal Form.

**CONTENTS:** Included in this Addendum is three (3) pages of written addenda questions.

**QUESTIONS:**

1. General – What has the City’s annual growth been in the area of service units? Likewise, does the City have a projected growth rate on a per year basis for new service units? n/a

	Number of Units Added Each Year				
	2016	2017	2018	2019	2020
Homes	158	1,395	716	265	121
Condos		1,116	480	148	211

2. General – Does the City require the pricing proposal to be separately sealed from the other components of the proposal? Some communities request this?  
 No, all in one is preferred.
3. General – Does the City have an evaluation point system such as XX points for technical, XX points for price, etc.?  
 Each section will be scored at the same level (33.33) via a Qualifications Based Selection (QBS) process.
4. General – Is the contractor to include disposal/processing costs into their per unit/month bid? Since Novi is part of RRRASOC, who pays the processing cost?  
 There are no tip fees as those costs fall under the contract with RRRASOC (no built in costs). No direct costs to the hauler.
5. Page 11 Section 2.2: There is a requirement for a customer service representative to be housed at a City facility for 3 months. Considering recommendations from the State of Michigan to work from home if you can, will the City continue this requirement or can this request be fulfilled remotely?  
 Depending on what the COVID restrictions look like, the City can work with the successful contractor to facilitate this relationship remotely.

6. Page 11 Section 2.2: Can the City provide a list of received complaints/special requests and their respective resolutions?  
Complaints vary from; missed pick-ups, damaged carts, spilled garbage on the roadway and clarification of recyclable materials.
7. Page 18 Section 3.1.1: There is a reference to residents being able to use additional containers or bags. If a resident does not want to use a cart, can the resident only use personal containers and bags for disposal options? Is there a limit to the amount of containers (personal, bags, or carts) that a resident can place out for collection?  
Residents can choose to only use trash bags but must use the recycling cart to dispose of recyclable materials. There is no limit to the amount that a resident can place but will work with the contractor to determine if it becomes close to weekly bulk collection from a specific address.
8. Page 18 Section 3.1.1: Are there any areas of the City where carts have not been used such as a condo complex with limited or no garage space? If so, how is waste and recycling collected?  
There are a small number (5-6) of condo complexes that use smaller containers or no containers at all. Those will be identified with the successful contractor.
9. Page 19 Section 3.1.1: PAYT System – the specification states that with 90 days advanced notice, the City can implement a Pay As You Throw System. With the substantial capital expenditure for carts, does the City anticipate continuing to utilize said carts in this system or would the expectation be that the carts would no longer be needed and would require removal by the contractor? Also, will there be a consideration for any changes to equipment for the conversion back to a manual collection program?  
The City does not anticipate a move to a PAYT system in the near future. Any possible change will be done in collaboration with the successful bidder. The City does not foresee any transition away from a hybrid collection system (cart + program).
10. Page 19 Section 3.1.3: This section states that residential white good volumes must be reported to the City on a monthly basis. Can the City provide this volume as it was not included in the volume section of the specifications?  
We do not maintain a specific list of items collected by the current contractor averages 68 items a month.
11. Appendix F – This section breaks out the number of homes and condos. Can the City clarify that all of the condos shown (by number) will receive 64-gallon carts for both trash and recycling?  
Not all will receive 64-gallon trash carts, a small number will use 96-gallon, similar to single family homes. The City will provide a comprehensive list to the successful bidder so a correct order can be placed.
12. Appendix G – there are several comments in this section regarding carts. Can the City clarify the contractor provided cart requirements such as labeling, cart color, etc.?  
The Contractor will provide and maintain ownership of the carts. The City will not require branding on the cart outside of the sticker for accepted recycling.

13. Will the City entertain a move away from the age requirement for the vehicles used for collection?

Any deviations from the City's requirement or prohibition of older equipment will be evaluated. Please list those vehicles that do not meet the age requirements and the maintenance schedule used by the contractor.

Tracey Marzonie  
Purchasing Department

Notice dated: January 21, 2021



**CITY OF NOVI**  
**RFP Solid Waste Collection and Disposal Services**  
**ADDENDUM #2**

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

**RESPONSE:** The Contractor shall verify receipt of this Addendum on the Bid/Fee Proposal Form.

**CONTENTS:** Included in this Addendum is three (3) pages of written addenda questions.

**QUESTIONS:**

1. With the continued lockdown and health issues related to the Covid - 19 virus, would The City consider extending the bid opening for at least one week?  
We understand and appreciate the constraints organizations are under as it pertains to the pandemic, unfortunately, we are also aware of the ramp up time for a possible new provider and want to give them ample time to acquire the necessary equipment to begin offering services on July 1, 2021.
2. Should the current Covid - 19 lockdown continue until the bid submittal date, will we be able to deliver our sealed proposal directly to City Hall and be received?  
The Novi Civic Center remains open to the public and bids can be dropped off. Also, will the bid opening be virtual if the lockdown continues.  
The Bid opening will take place virtually, via Zoom. A link will be sent out to all bidders.
3. Is the current annual unit rate for Condominiums \$136.56 with a 95 gallon trash cart or \$152.76 with a 95 gallon trash cart and 65 gallon recycling cart?  
The current condo fee is \$153.96 and that comes with a trash and recycling cart of various sizes, but 96 trash and 64 recycling are most prevalent.
4. Page 16, Section 2.12 - The City makes reference that you can direct yard waste and recyclables to specific disposal / processing sites. Should this occur will the City pay additional travel cost if the facilities we are directed to use are further away than the sites listed in our submittal?  
The City will work with the winning bidder to determine the most logical facility to process the City's yard waste during the stipulated months of collection.  
Does the City currently have a yard waste processing site they expect us to use??  
If yes, will the City pay the processing fee?  
Currently, the City does not maintain a preferred disposal site for our current vendor.

5. Page 16, Section 2.14- In Appendix G, Question# 24, you indicate in your answer that there are currently fifty (50) door side accounts, do you have a list of the addresses?  
Yes
6. Page 19, Section 3.1.1. Is the City currently considering the Bag & Tag option?  
No  
If yes, has the City ever has this type of service in the past? If yes, how long ago and do you have any historical data on participation? n/a
7. Page 21, Section 3.1.8., 2nd paragraph and 2nd sentence - Could you please clarify who pays for the additional cart inventory that the City is requesting in this section?  
All carts are owned by the contractor. The city anticipates that the contractor will have the wherewithal to swap out a "handful" of carts each year that may become damaged during normal wear and tear.
8. Page A-4, Residential Rate - Do residents currently have both a 95 gallon trash cart and 65 gallon recycling cart?  
Yes  
If yes, does the City or resident own the carts?  
The contractor owns the carts.
9. Page A-5, Municipal Services - Does the City own all the front load containers?  
No, the contractor owns the frontend loaded dumpsters.
10. Page A-6, Municipal Services - Does the City generate any special waste, example street sweepings or sewer sand?  
No, the City maintains a vacor dump pit for that material.  
If yes, do you have any historical data on the number of loads and weights? n/a
11. Page A-6, Municipal Services - Is the 2,500 yards that is listed at the bottom of page A-6 generated at the DPS yard hauled out with roll off containers?  
Yes - roll off containers are provided by the contractor.
12. Page B-1 - Since the City of Novi is a RRRSOC Community, is the contractor required to transport and dump all recyclables to the RRRSOC MRF exclusively?  
Yes, per the MRF Services Agreement between RRRASOC and Novi, all the recyclables are required to go the RRRASOC MRF exclusively.  
If yes, will the City of Novi pay RRRSOC directly for the processing fees?  
If no, what is the cost per ton for processing that contractors need to use to calculate the recycling monthly unit rate?  
If we need to use RRRSOC exclusively, what assurances do we have that they can accept all the recyclables generated in Novi without contractors being turned away on days when the plant is overloaded?  
There are no processing fees and the contractor does not have any fees to pay to dump the Novi material at the MRF.
13. Page B-3, could you please clarify if this section is only applicable to recycling loads going to RRRSOC?  
Yes, but all loads are required to go to the RRRASOC MRF.



14. Page D-5, Technical Proposal Form C, Equipment - Item 1, end of second paragraph, could you please clarify what is required to be included (under each category of vehicle, list the spare unit(s) available see 3 below), in this section?  
The City is requesting bidders list any spare vehicles that could be put into service if a piece of the "main" fleet was taken out of service.
15. Page G-2, Question# 13 - Since the City will determine the color of the carts and branding, will the City/resident own the carts at the end of the contract? However, on page A-4 you make reference that the contractor will maintain ownership of the carts, please clarify?  
A-4 is correct and the contractor will maintain ownership. The City will not require branding on the cart outside of the sticker for accepted recycling.
16. Page G-2, Question# 17 - For residents that request a change in their cart size, would the City consider a specific time frame for switch-out once the initial cart deployment is completed. This is usually a thirty (30) day grace period before residents would be charged for exchanges?  
Yes, per that specific question swap out request would occur a month (30 days) after receiving delivery of their first cart. The contractor and the City can determine when the actual swap outs occur.

Tracey Marzonie  
Purchasing Department

Notice dated: January 14, 2021



**CITY OF NOVI**  
**RFP Solid Waste Collection and Disposal Services**  
**ADDENDUM #1**

**INTENT:** This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

**RESPONSE:** The Contractor shall verify receipt of this Addendum on the Bid/Fee Proposal Form.

**CONTENTS:** Included in this Addendum is one (1) page of written addenda description.

**CLARIFICATIONS: 1.2.6 Pre-Proposal Conference:**

A **voluntary** informational pre-proposal meeting to explain the services and answer any questions will be held via zoom on January 15, 2021 at 10 a.m. The link to the zoom meeting is:

<https://zoom.us/j/98358832616?pwd=dW5oa3FmMGdBb0x1Y2IvaDNTWTFRdz09>

Meeting ID: 983 5883 2616

Passcode: 741619

One tap mobile

+13126266799,,98358832616# US (Chicago)

+19292056099,,98358832616# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 983 5883 2616

Find your local number: <https://zoom.us/j/98358832616?pwd=dW5oa3FmMGdBb0x1Y2IvaDNTWTFRdz09>

Tracey Marzonie  
Purchasing Department

Notice dated: January 13, 2021




**CITY OF NOVI**

**RFP-01042021 – COLLECTION AND DISPOSAL OF SOLID WASTE: REFUSE, RECYCLING, YARDWASTE, AND OTHER SERVICES IN NOVI, MICHIGAN.**

**PAGE 10, SECTION 1.3.10 INDEPENDENT PRICE DETERMINATION**

ON BEHALF OF GFL ENVIRONMENTAL USA INC, THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

- THE COSTS IN THIS PROPOSAL HAVE BEEN ARRIVED AT INDEPENDENTLY, WITHOUT CONSULTATION, COMMUNICATION, OR AGREEMENT FOR THE PURPOSE OF RESTRICTING COMPETITION AS TO ANY MATTER RELATING TO SUCH COSTS WITH ANY PROPOSER OR WITH ANY COMPETITOR.
- UNLESS OTHERWISE REQUIRED BY LAW, THE COSTS THAT HAVE BEEN QUOTED IN THIS PROPOSAL HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE VENDOR AND WILL NOT KNOWINGLY BE DISCLOSED BY THE VENDOR PRIOR TO AWARD DIRECTLY OR INDIRECTLY TO ANY OTHER PROPOSER OR TO ANY COMPETITOR.

  
\_\_\_\_\_

(SIGNATURE)

Lou Berardicurti

(NAME)

Regional Vice President

(TITLE)

February 4, 2021

(DATE)



**Request for Proposals**

**Collection and Disposal of Solid Waste:  
Refuse, Recyclables, Yard Waste, and Other Services  
in Novi, Michigan**

**Released: January 4, 2021  
Responses Due: February 4, 2021**

**Issued By:  
City of Novi**



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# Request for Proposals

## Collection and Disposal of Solid Waste: Refuse, Recyclables, Yard Waste, and Other Services

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- Appendix E Street and Demographic Information
- Appendix F Current Collection Schedule
- Appendix G Frequently Asked Questions



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# 1. GENERAL INFORMATION

## 1.1 Purpose

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### 1.1.1 Scope of Services Being Solicited

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This Request for Proposals (the "RFP") is issued by the City of Novi (the City). The RFP requests Technical and Cost Proposals from qualified Vendors (the "Proposers") to provide collection of solid waste in the form of refuse, recyclables and yard waste for all single-family residential housing units, and special solid waste services within the City including the potential for collection and disposal of solid waste from City-utilized containers, in accordance with the provisions of this RFP.

The work to be performed under this contract shall consist of providing refuse, recyclable, bulky item and yard waste collection and disposal services. The Proposer shall be responsible for designating the refuse disposal location (landfill or transfer station) and yard waste composting site and including all tip fees in the cost proposal.

The selected contractor shall be responsible for providing and maintaining all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to collect and dispose of the designated solid waste in accordance with all applicable local, state and federal requirements.

The initial collection contract would be executed by March 22, 2021 with operations anticipated to begin Thursday, July 1, 2021. The term of the contract will be a service period of five (5) years through June 30, 2026 with one (1) option to renew for a period of three (3) years.

The City may hold proposals for a period of one hundred twenty days (120) days from opening for the purpose of reviewing results and investigating qualifications of Proposers prior to making an award. The City reserves the right to waive irregularities and to accept or reject any or all proposals submitted, and take any other action allowed by law, ordinance, or city purchasing policy.

### 1.1.2 Profile of Service Area

---

This RFP is only intended to solicit for services in the City of Novi. According to the 2010 Census, the City has a population of 55,224. Curbside service is provided to approximately 15,400 households within the City including single family detached homes, two-family residential homes, and some residential condominium developments, and not including apartment complexes and mobile home parks. The community continues to grow with new units coming on board monthly.

Bidders will be expected to maintain the current service/collection days for the first three years of the agreement. Schedule can be found in Appendix F and an interactive version [found here](#).

Bidders can also anticipate collection trends to resemble the previous three years:

Aggregate Results (Tons)  
Displaying data collected for

Wastestreams	2017	2018	2019	Total
Recycling	4,520.15	4,564.97	4,386.24	13,471.36
Solid Waste	11,720.15	11,175.15	11,575.30	34,470.60
Yard Waste	2,992.25	3,082.20	3,130.05	9,204.50
<b>Total</b>	<b>19,232.55</b>	<b>18,822.32</b>	<b>19,091.59</b>	<b>57,146.46</b>

### **1.1.3 General Description of Work to be Performed**

The company selected as the Vendor (the "Contractor") will provide collection and disposal services for refuse, recyclables, bulky items and yard waste for all single-family residential housing units in accordance with the provisions of this RFP.

The Contractor may also be responsible for city park, police, and other municipal solid waste container pickups, as well as on-demand service for roll-offs, special waste services, and special event solid waste containers, as requested by the City. Appendix A provides additional detail concerning these services.

### **1.1.4 Mandatory Requirements for Successful Proposer**

These guidelines are provided to assist participating firms in formulating a thorough response. The successful firm shall ensure/understand that:

1. They shall work closely with the City during all phases of the work. A strong, positive working relationship must be maintained.
2. All licenses required for a discipline by the State of Michigan shall be maintained during the term of the contract.
3. The firm shall provide a single point of contact for the duration of the contract.
4. The firm shall meet with applicable City committees, City Council, and boards and commissions as necessary.

The selected vendor shall be required to sign a service agreement with the City.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract; or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

## **1.2 Submittals**

### **1.2.1 Issuing Office**

This RFP is issued by the City of Novi. To maintain the integrity of this procurement, all correspondence or questions concerning this RFP must be submitted in writing (letter, fax or e-mail) to the contact below. Failure to do so may result in disqualification of your proposal:

Victor Cardenas, Assistant City Manager  
45175 Ten Mile Road  
Novi, MI 48375  
[vcardenas@cityofnovi.org](mailto:vcardenas@cityofnovi.org)  
[248-735-5684 - Fax](tel:248-735-5684)

Replies will be issued by addenda if there is a material change to the specifications, and then posted on MITN website at [www.mitn.info](http://www.mitn.info). Questions received less than seven (7) days prior to the date of opening will not be answered by formal written addenda. Oral interpretations or clarifications will be without legal effect.

## **1.2.2 Proposals**

---

To be considered, Proposers must submit a complete Technical and Cost Proposal response to this RFP, in accordance with Section 4, Submission Requirements & Forms. The Technical and Cost Proposal must be signed by an official authorized to bind the Vendor to their provisions. The RFP response must include a statement from the Vendor as to the period during which its proposal will remain in effect. This period must be at least 120 days from the due date of submission of the Proposal.

One (1) copy of the proposal shall be submitted. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Vendor's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

Vendors must respond to this RFP using the format and forms provided in the RFP. Failure to conform to the specifications will be considered non-responsive and may result in disqualification. Any deviation from the scope of work must be noted in the proposal.

## **1.2.3 Response Date for Submitting Technical and Cost Proposal**

---

Sealed technical and cost proposals need to be received by February 4, 2021 at 2:00pm EST. Proposers shall submit proposals to the following address:

City of Novi  
Attn: Finance Department  
45175 Ten Mile Road  
Novi, MI 48375

All proposals shall be clearly marked "**REQUEST FOR PROPOSALS TO PROVIDE REFUSE, RECYCLABLE AND YARD WASTE COLLECTION AND DISPOSAL SERVICES**" along with the name and address of the Proposer, and shall be accompanied by a Bid Bond and all required documents. If the proposal is sent through the mail or by other delivery system, the sealed envelope shall be enclosed in a separate mail envelope marked "PROPOSAL DOCUMENTS ENCLOSED" on the face. Each Proposer assumes all risks in using the mail or any other delivery system, including, but not limited to the risk that its proposal will not be delivered before submission deadline.

All technical and cost proposals must be accompanied by bid bond, letter of credit, or certified check satisfactory to the City, executed by a surety company or domestic banking institution authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the City, in an amount equal to one hundred thousand dollars (\$100,000.00). Failure to provide a bid bond or letter of credit may result in disqualification.

### **Late submittals will not be accepted.**

Proposals may be modified or withdrawn by an appropriate document duly executed and delivered prior to the opening of proposals. After the proposal opening, all proposals shall remain open for one hundred twenty (120) days.

## **1.2.4 Addenda**

---

Prior to the submission due date, the City reserve the right to revise or amend the RFP. Any changes made to the RFP will be posted on the MITN website at [www.mitn.info](http://www.mitn.info). These addenda will be numbered consecutively. It is the vendor's responsibility to be sure they have obtained all addenda. Each Proposer shall acknowledge the receipt of all addenda by executing the acknowledgement section included in the Proposal form and submitting it with the proposal.

### **1.2.5 Incurring Costs**

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The City is not liable for any costs incurred by prospective Vendor prior to signing of a contract.

### **1.2.6 Pre-Proposal Conference**

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A **voluntary** informational pre-proposal meeting to explain the services and answer any questions will be held via zoom on January 15, 2021 at 10 a.m.

The City may elect to provide answers in writing to questions received at the pre-proposal meeting. Attendance is voluntary.

### **1.2.7 Contract Award**

---

Contract negotiations will be undertaken with the responsive Proposer found by the City to be the most qualified, responsible and capable of implementing the scope of services at a reasonable cost. The service agreement to be executed with the selected Vendor will be that which is most advantageous to the City as determined by the City. Contract award is subject to the approval of the Novi City Council.

### **1.2.8 Reporting**

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All reports, charts, graphs, databases, graphics and other information developed and/or provided under this request for proposal will be submitted in a format responsive to the needs of the City.

### **1.2.9 Vendor's Liability and Non-Discrimination**

---

The selected Vendor will provide and maintain public liability, property damage, motor vehicle liability, and workers' compensation insurance insuring, as they may appear, the interest of all parties to any agreement that results from this RFP. The selected Vendor is responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. The Vendor shall secure all necessary certificates and permits from municipal or other public authorities and comply with all federal, state, and municipal laws, ordinances, and regulations as may be required.

It is the policy of the City to provide fair and reasonable opportunities for participation. During the performance of the agreement, the successful Vendor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of the nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. The Vendor also agrees to comply with all applicable federal, state, and local laws in the conduct of work. A breach of this covenant shall be regarded as a material breach of this contract.

### **1.2.10 Disclaimer**

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The issuance of this RFP, selection of a Vendor, approval of contractual agreements, or completion of the scope of services does not in any way assure or imply any kind of legal preference in contested cases before a legislative, judicial, or regulatory body.

### **1.2.11 Disclosure**

---

All supporting documentation shall become the property of the City, or its designated agent(s), unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

### **1.2.12 Rejection Rights**

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The City reserves the right to reject any or all proposals.

### **1.2.13 Acceptance of Proposals**

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The City reserves the right to waive any informality in the proposals received, and to accept any proposal which is deemed to be most favorable to the interests of the City.

### **1.2.14 Interpretation, Corrections and Changes**

---

All questions and/or requests for clarification shall be in writing. No oral interpretation, instruction, or information concerning the RFP given by any employee or agent of the City shall be binding. The City will not be responsible for any explanation or interpretation of the RFP unless it is in accordance with the written procedure.

### **1.2.15 Specifications**

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The refuse, recyclable and yard waste collection and disposal specifications which will govern the contract are set forth in the General Provisions and Contractor's Specifications bound herein as Parts 2 and 3 of this RFP.

### **1.2.16 General Information**

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Proposers shall inform themselves and comply with all pertinent City regulations and ordinances, State and Federal laws, licenses and tax liability that may in any manner affect their proposals and execution of the work.

### **1.2.17 Local Conditions Affecting Work**

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Proposers shall visit the service area and shall completely inform themselves of relative traffic congestion, types of housing, population density, proposed collection procedures, required labor, and other conditions and factors, local and otherwise, which would affect execution and completion of the work at the prices proposed. Such considerations shall include the arrangement and condition of existing structures and facilities, the availability and cost of labor and fuel, facilities for transportation, and handling and storage of materials and equipment. Normal development and/or redevelopment including all types of road construction must also be considered. All such factors shall be properly investigated and considered in the preparation of the proposal. There shall be no subsequent financial adjustment for lack of such prior information.

### **1.2.18 News Releases**

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News releases pertaining to this RFP or the service to which it relates will not be made without prior approval from the City.

### **1.2.19 Insurance and Performance Bond Requirements**

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The Contractor shall submit a Certificate of Insurance prior to the execution of a contract meeting the minimum limits of liabilities as outlined. All insurance carriers must be acceptable to the City and licensed in the State of Michigan.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. The Vendor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. **Workers' Compensation Insurance:** The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance:** The Vendor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" and motor vehicle insurance with limits of liability not less than \$2,000,000.00 (two million dollars) per occurrence, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "The City of Novi, all elected and appointed officials, all employees and volunteers." This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
4. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the City of Novi, 45175 Ten Mile Road, Novi, MI 48375."

If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

The Contractor shall also provide a performance bond from a Surety, licensed to do business in the State of Michigan, in the sum equal to one-fourth of the amount of the annual total contract price in the event Contractor fails to faithfully perform Contractor's obligations under this Contract. Said financial assurance shall take the form of a corporate surety bond, or other financial assurance deemed acceptable by the City. Said financial assurance shall stay in effect throughout the contract period. A sample of the required performance bond is included in Appendix C.

### **1.2.20 Hold Harmless**

---

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, their elected and appointed officials, employees, volunteers or others working on behalf of the City by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

### **1.2.21 Commercial Drivers Licenses**

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All drivers and operators of collection vehicles shall be licensed appropriately by the State of Michigan for operating those vehicles.

### **1.2.22 Dispute Resolution**

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The City and the Contractor agree to first use the following process to resolve disputes about issues related to the performance of this contract. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as a fact finding opportunity to identify the issue, clarify the problem, review the applicable contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within 30 days of the initial dispute resolution meeting, or specify an alternative schedule and deadline for resolving the issue. Nothing in this section, Dispute Resolution, shall be construed or implied to reduce, eliminate or otherwise affect the rights of the City or the Contractor to use any and all other means of legal remedies.

### **1.2.23 Default and Termination**

---

The City may, after giving Contractor and the surety one hundred and eighty (180) days written notice and to the extent permitted by laws and regulations, terminate the contract, if the City decides to eliminate its solid waste program and does not allocate funds to the program. The City may, after giving Contractor and the surety seven (7) days written notice and to the extent permitted by laws and regulations, terminate the contract if the Contractor:

1. Fails to Perform the required work as specified in this RFP as determined by the City, and fails to correct the deficiency within thirty (30) days after receiving written notice from the City.
2. Materially Violates Any Law or Regulation of any municipal, local, state or federal laws, rules, regulations, ordinances and specifications, in performance of this Contract.
3. Files for Bankruptcy or Insolvency. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
4. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency.
5. Assigns this Contract or any portion thereof in violation of the Agreement.

## **1.3 Proposal Evaluation and Selection Process**

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### **1.3.1 Proposal Review Process Timeline**

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Following is an estimated timetable for the reviewing of proposals and selecting a Contractor:

<b><u>TASK</u></b>	<b><u>EXPECTED DATES</u></b>
1. Distribution of RFP	January 4, 2021
2. Optional Pre-Proposal Conference	January 15, 2021
3. Proposal Due Date	February 4, 2021
4. Presentation/Interviews for Top Vendors (at City's discretion)	February 12, 2021



5. Consideration by Consultant Review Committee (Tentative Date)	February 15, 2021
6. Award of Contract by the City Council	March 8, 2021
7. Contract Execution	March 22, 2021
8. Begin Contracted Operations	July 1, 2021

### **1.3.2 Acceptance of Proposal Content**

---

The contents of the Technical and Cost Proposal of the successful Vendor will become contractual obligations with the proposal attached by reference to the final Contract documents unless amended by the final contract. Failure of the successful Vendor to accept these obligations may result in cancellation of the award.

### **1.3.3 Interviews/Oral Presentation**

---

One or more oral presentations to the City may be required prior to award of this contract. Proposers will be notified via an electronic message if oral presentations are to be scheduled.

### **1.3.4 Vendor Exceptions to the RFP and Contract Requirements**

---

All aspects of the RFP and the contract terms contained in it are binding to the successful Vendor and its Technical and Cost Proposal. Vendors must call out any desired exceptions to specific requirements of the RFP and the contract terms in their Technical and Cost Proposal at the time of their submittal so that the request can be considered in the Vendor selection process. These exceptions are required to be noted in the Technical Proposal Forms under "Exceptions." The City will not be obligated to consider any requests for exceptions to specific requirements of the RFP and the proposed contract made by the selected Vendor after the due date for the Technical and Cost Proposals.

### **1.3.5 Exclusionary Criteria and Proposal Elimination**

---

Submitted proposals will be subject to the following exclusionary criteria to determine if they are responsive. Those proposals failing to meet any or all of these criteria will be deemed non-responsive and may be excluded from further consideration:

- Submitted after deadline for proposals
- Did not provide all required information or required number of copies
- No signature on binding cover letter
- Bid bond, letter of credit, or certified check not provided with proposal

### **1.3.6 Evaluation Criteria and Contractor Selection**

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Proposals not excluded through this process will then receive a separate and more comprehensive evaluation.

The City has a strong interest in selecting the Vendor with the best quality and most cost effective proposal.

Proposals will be evaluated based on the following criteria:

- Vendor's related experience and strength of operations
- Technical: Vendor's work plan for completing the scope of services
- Financial: Vendor's financial stability and pricing

Each criterion is described in detail in the following sub-sections.

### **1.3.7 Experience/Strength of Operations Criteria and Contractor Selection**

The City will consider the experience and strength of operations aspects of the Vendor's proposed services. The experience and strength of operations of each Proposer will be evaluated in terms of demonstrated performance to determine the relative ability of each Proposer to implement the program elements described in this RFP. The City is seeking to identify Proposers with demonstrated commitment to high performance and quality management. All proposals will be evaluated by criteria that will include but are not limited to:

- a. Implementation and administration of solid waste collection systems for single family including equipment selection and route design;
- b. Demonstrated expertise in implementing customer service programs, including the development and use of complaint handling procedures, performance measures and benchmarking;
- c. Experience in working with public agencies in the design, implementation and operation of public education and information programs that promote recycling participation and waste diversion;
- d. Demonstrated expertise in using data management systems to assure accurate data collection, analysis, and regular reporting to the public agency;
- e. References.

The Proposal should indicate the Proposer's level of understanding of the community and may address the Proposer's historic and expected or intended participation in community events or activities, if any.

Each Proposer's experience and strength of operations will be evaluated based on the information provided in each proposal.

### **1.3.8 Technical Criteria and Contractor Selection**

The City will consider the technical aspects of the Vendor's proposed services to determine if the Proposer can meet the proposed performance specifications and criteria on a long-term basis. All proposals will be evaluated by criteria that will include but are not limited to:

- a. Capabilities and structure of management team, relationships between management team and corporate management, and internal controls;
- b. Review of performance of services similar to those proposed by the Proposer;
- c. Review of Proposer's detailed technical operations and equipment plans (including equipment maintenance plan) confirming the performance predictions as represented in the proposal;
- d. Ability to meet implementation schedule and the soundness of the plan for transition to operations as described in the proposal;
- e. Commitment to equal employment opportunity;
- f. Commitment to employee and public safety;
- g. Quality of employee training programs, including but not limited to these areas:
  - a. Customer service
  - b. Collection and disposal operations
  - c. Safety; and,
- h. Other factors found to be relevant by the City
- i. History of community support and involvement

### **1.3.9 Financial Criteria and Contractor Selection**

All proposals will be evaluated by criteria that will include but are not limited to:

- a. The financing capacity and strength of the Proposer will be considered, especially the Proposer's ability to make any needed start-up investments in equipment;
- b. Verification that the proposed costs are consistent with the activities described in the proposal and the Proposer's operations and maintenance plans;
- c. The unit costs quoted by the Proposer for each service type;
- d. Total cost over the term of the Agreement.

### **1.3.10 Independent Price Determination**

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By submission of a proposal, the Vendor is required to certify, that in connection with this proposal:

1. The costs in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such costs with any Proposer or with any competitor; and
2. Unless otherwise required by law, the costs, which have been quoted in the proposal, have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to award directly or indirectly to any other Proposer or to any competitor.

## **2. GENERAL PROVISIONS**

### **2.1 Term**

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The initial term of the contract is for five (5) years commencing on July 1, 2021 and ending June 30, 2026. The City may renew the Contract for one (1) three (3) year term (extension) under the conditions set forth in the contract. The City shall give the Contractor written notice of its intention to extend the contract period no later than ninety (90) days prior to the expiration of the contract.

### **2.2 Customer Communications and Complaint Handling Procedure**

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The Contractor shall designate and dedicate a manager to supervise all work and operations to be performed under this contract. Said manager shall have substantial experience in the management and operation of refuse, recyclable and yard waste collection and disposal systems for a similar size service area.

The Contractor shall have at least one (1) full-time field supervisor on duty at all times, exclusively assigned to and approved by the City. The field supervisor shall familiarize him/herself with all service stops under contract. The field supervisor shall make at least one daily in person check with the City to assure pick-ups are made as scheduled, and to review any open complaints.

The Contractor shall maintain an office for the administration and receipt of customer service calls and complaints. Such office shall be open and available for such calls Monday through Friday of each week from 7:00 a.m. to 6 p.m., local time. Such office shall contain a local telephone number available to receive all service complaints, which shall be logged. The Contractor shall provide at least one (1) full-time customer service representative in said office during all hours of operation to take care of complaints, receive orders for special pickup service, or to receive instructions. The customer service representative will be housed at a City facility for three (3) months at the beginning of the contract to commence on a date to be determined by the City.

The field supervisor will generally have until the end of the day to resolve complaints, with a maximum time limit of 24 hours from the receipt of the complaint. The complaint resolution action will be logged no later than the next business day. Any complaint not closed-out during the required period will be noted and reviewed by the City, or its designee, to determine if liquidated damages are appropriate.

A written monthly report must be supplied to the City, or made accessible in a compatible electronic format, via email or Internet, indicating the complaints and special requests made to the Contractor. Further, the City retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the City.

The Contractor shall ensure that the field supervisor is equipped with a fully functional cellular telephone by which the City may contact the field supervisor during business hours regarding, but not limited to, complaints and special pickups.

### **2.3 Service Standards**

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The Contractor shall provide complete service for each day's route as scheduled. The Contractor shall not commence collection in residential areas prior to 7:00 a.m. and shall be completed by 6:00 p.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited.

The Contractor shall pick-up all blown, littered, and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom, shovel, and suitable absorbent material for use in cleaning up any spilled debris or material from city streets, sidewalks, or residential property when said spillage is caused by the Contractor. Care shall be taken to prevent damage to property, including lawns, shrubs, and other plants.

The contractor will provide residents with standard containers for refuse and recycling as specified by the bid pricing requested by the City in Appendix A.

The Contractor shall exercise care in the handling of containers, making certain that containers are emptied completely. The Contractor must replace containers in an erect position. In the event the Contractor damages a resident's container(s), the Contractor shall be responsible to replace said container(s) with one of equivalent value at the Contractor's expense and within forty-eight (48) hours, excluding non-business days.

Adverse weather shall not be considered reason for not providing services unless approved by the City, which shall be not unreasonably withheld. When adverse weather conditions exist, the contractor shall notify the City if the continuation of service jeopardizes the safety of employees or the public.

All persons employed by the Contractor shall be competent, skilled and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude towards the public at all times. The Contractor shall furnish employees with uniforms, which shall be worn at all times, and shall always be as neat and clean as circumstances permit. Upon request, the Contractor shall provide the City with the status of employee participation in all employee training programs related to customer relations, services, and safety issues.

At no time shall the Contractor's employees solicit, request or receive gratuities of any kind. The Contractor shall direct its employees to avoid loud/or profane language and/or loud music at all times during the performance of their duties. Any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of their duties, or is dishonest, disorderly, intoxicated or discourteous, shall be subject to discharge by the Contractor.

The City may request the dismissal or removal of any employee of the Contractor who violates the provisions hereto, or who is wantonly negligent or discourteous in the performance of their duties.

Employees shall not trespass or loiter, cross property to adjoining premises or meddle or tamper with private or public property, and generally shall in all situations respect private property rights and privacy.

The Contractor, its employees and agents shall:

- At all times exercise a high degree of care to prevent damage to carts, lids and other personal property of the City's residents;
- Deal with residents in a professional and courteous manner; and
- Immediately clean up rubbish or refuse spilled by the workers at pick up sites.

### **2.3.1 Field Rules and Regulations**

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The Contractor, in performing services under the contract, shall abide by the following rules and regulations and such other rules and regulations as the City may promulgate from time to time.

1. All refuse spilled by the Contractor, or any spilled refuse caused by wind, animals, etc., shall be picked up by the Contractor in the course of its regularly scheduled pick-up.

2. Containers must be put back in approximately the place from where they were picked up.
3. Container lids shall be replaced on containers or must be neatly placed next to containers and not scattered.
4. Rough handling of containers will not be tolerated. Damaged containers shall be replaced or repaired by Contractor at the Contractor's expense.
5. Collection crews shall neither consume controlled substances nor drink alcoholic beverages nor accept remuneration of any kind from residents while performing services under this contract. Violation of this rule shall be cause for dismissal of the employee when requested by the City.
6. The City expressly reserves the right to make additional reasonable rules and regulations by which the Contractor shall abide.

## **2.4 DETERMINATION OF RESIDENTIAL UNITS SERVICED**

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For the purposes of responding to this RFP, the number of residential units expected to be provided with curbside collection services is indicated in Section 1.1.2.

For billing purposes and prior to the initiation of service, the selected contractor and the City will jointly complete and agree on a total unit count for each service type and for each route day. Any changes to route days shall be determined by mutual agreement between the City and the Contractor.

At the time such a unit count becomes documented, the number of residential units serviced for billing purposes shall be updated monthly by;

- 1) adding the number of occupancy permits for single-family residential structures that require curbside refuse service as issued by the Building Department of the City; and
- 2) deleting the number of completed demolition permits for single-family residential structures issued by that Building Division; or in another manner deemed acceptable by the Contractor and the City.

### **2.4.1 Additions and Deletions**

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The Contractor shall extend service in a period of time jointly decided by the chosen vendor and the City in order to provide the possible service to City residents, in order to provide service for additional units occupied after the contract initiation. The City may increase the number of locations but will not be limited to the present number nor be required to make any additions. The Contractor shall also delete service as directed by the City. The total units collected, for which the Contractor will be paid, will be adjusted monthly to reflect additions and deletions.

## **2.5 COLLECTION AND DISPOSAL OF SOLID WASTE ON SUNDAYS**

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The collection and disposal of solid waste on Sundays shall not be allowed unless otherwise approved by the City. The Contractor shall not utilize Sundays as a designated collection day in the Schedule of Operations.

## **2.6 HOLIDAYS**

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The Contractor shall honor only the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

## **2.7 VEHICLES AND EQUIPMENT**

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The Contractor shall provide adequate and sufficient garages, shops, and yards to provide all-weather year round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the Contractor shall be kept and maintained in sanitary condition, in good repair, and free of visual defects, such as but not limited to, rust or body damage. Vehicles, equipment and facilities shall be subject to inspection for safety, sanitation, repair, and appearance; and subject to approval or rejection the City at any time.

The Contractor shall not use the City's name or other words implying ownership on stationery, vehicles or equipment.

The Contractor shall not use or permit any vehicle assigned to the performance of this contract to make any non-contract related collections while performing collections within the City unless approved in advance by the City.

All vehicles and equipment used in collection and transportation of refuse, recyclable, bulky items and yard waste within the City shall be of sufficient size, capacity, and number to adequately and efficiently collect these items in accordance with the terms of this contract, including under special or unique circumstances

## **2.8 DAMAGE TO PROPERTY**

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The Contractor shall be responsible for all damage incidental to the work they perform caused by them to streets, trees, landscaping driveways, buildings, sidewalks, or other structures and facilities. It shall also be the Contractor's responsibility to repair, restore or replaces trees, shrubs and turf damage by its work in an expedient manner using professional services; unless repairs cannot be made during the winter season, then such repairs shall be made no later than the end of the succeeding month of May. Repair materials to be stored on site shall be done at a location approved by the homeowner or the City. Planking of drives and parking lots may be required by the City to prevent damage to these areas by Contractor's equipment, materials and stockpiles when making the repairs. Repairs are to be completed within five (5) business days of the damage unless the damage is extensive and requires more time; or if repairs cannot be made during the winter season. Refuse and recycling containers damaged as part of snow plowing operations will be repaired or replaced by the Contractor at no cost to the City.

## **2.9 LIQUIDATED DAMAGES**

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The City shall notify the Contractor for each violation of the contract reported to the City. It shall be the duty of the Contractor to log such City-reported complaints and take proper action to remedy the cause of the complaint within twenty-four (24) hours after notification, regardless if a weekend or holiday occurs in that 24-hour period. Failure to remedy the cause of the complaint within the specified time period shall constitute a breach of this contract. For the purpose of computing damages under the provisions of this section, it is agreed that the City shall have authority to deduct from payments due the Contractor, the following amount as liquidated damages:

1. Failure to clean up spilled refuse:  
\$100 for each incident.

2. Failure to clean vehicle, conveyances, containers, and other equipment as provided in the specifications:  
\$100 for each incident.
3. Failure to complete all routine pickups by 6:00 p.m. on the scheduled day  
\$100.00 for each incident with each late pickup as a separate incident.
4. Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of a complaint:  
\$100.00 for each incident.
5. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by the City:  
\$500.00 for each incident.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the Contractor would default. Liquidated damages shall not be initiated for violations that occur due to events beyond the Contractor's control. In the event the Contractor does default or otherwise abandon the scope of services, the City reserves the right to collect from the Contractor or its surety, in addition to the liquidated damages, the actual damages incurred by the City as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by the City and deductions made from the payment each month to the Contractor. The decision of the City in the matter will be binding. The Contractor may at their option initiate the dispute resolution process included in the service agreement.

## **2.10 ESCALATOR CLAUSE FOR CONTRACT PRICE ADJUSTMENT**

For services other than residential curbside service, the contract price schedule shall be reviewed and revised in June of each contract year and extension period, if any, in accordance with the most recent full calendar year annual percentage increase or decrease in the referenced annual Consumer Price Index escalator, and the contract price shall be established for the next contract year beginning on July 1, following the June evaluation. No other changes in contract prices are permitted.

The referenced Consumer Price Index shall be the Consumer Price Index - All Urban Consumers for the Detroit-Warren-Flint area (all items), base period: 1982-84=100, as published by the Bureau of Labor Statistics, U.S. Department of Labor. However, the absolute percentage change in the indexed rate may not be increased more than two (2) percent per year.

In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, another equally authoritative measure of change in the purchasing power of the U. S. dollar as may be then available shall be substituted.

Proposals shall be fixed annual prices as specified on the Proposal Form. No variable fees e.g., fuel recovery fees, recycling commodity fees, etc. will be considered by the City.

## **2.11 BASIS AND METHOD OF PAYMENT**

The Contractor shall be paid for services rendered under the terms of the Contract, within a reasonable time (normally 30 – 45 days) after completion of the work at month end, and receipt and approval by the City of the itemized billing showing the fees earned for the previous month. The amount remitted to the Contractor by the City shall be the number of units serviced times the rate agreed upon in the Contract for each unit, less any liquidated damages assessed for that period.



## **2.12 DISPOSAL OF SOLID WASTE AND OTHER MATERIALS**

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The City specifically reserves the right to direct the yard waste and recyclables collected under these provisions to a specific state approved disposal facility or, if appropriate, to an approved collection site, recycling facility or compost facility, upon agreement by the Contractor, which shall not be unreasonably withheld. The City retains the right to terminate the contract, on ninety (90) days written notice, if the Contractor does not comply with the direction of yard waste or recyclables as set forth. Should the City exercise its right to direct material to specific facilities, the City shall pay the disposal fees directly to such facilities, unless otherwise specified.

## **2.13 ACCESS**

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The Contractor will not be required to pick up waste if a road becomes impassable and prohibits access to a residential unit from any direction on a roadway. The Contractor, however, will be required to notify the City of this occurrence and will be required to pick up waste at the nearest public roadway or at a point of closure.

The Contractor may be required to pick up waste in an alternate vehicle under circumstances that prohibit the standard collection vehicle from access to a residential unit.

## **2.14 PRIVATE DRIVEWAYS & PRIVATE ROADS**

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The Contractor shall not be required to enter private driveways; however, within the City there exist private roads which may service a number of residential units. The Contractor shall be responsible to service these residential units along the private roads.

If Contractor deems necessary, Contractor may obtain signed waivers from residents living along private roadways and responsible for maintenance of said roadways relieving Contractor from responsibility for damage done to the private roadways under normal operations.

If waivers are deemed necessary by Contractor, then Contractor is responsible for obtaining pre-approval of waivers by City and signed waivers from residents.

## **2.15 ROUTE SCHEDULE**

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The Contractor shall utilize the current route schedule for, at least, the first three (3) years of the contract. The Contractor may, after the three-year time frame propose changes to the route schedule, those changes must be proposed six (6) months prior to a requested change. The proposal shall include a detailed comparison of the cost savings to the City that would occur if the proposed changes are implemented. With design consultation and written approval from the City, the Contractor shall, at the Contractor's expense, send written notice to the affected residential units through the United States Post Office detailing the changes. Said notice shall be post in the mail not less than two (2) months prior to the change of collection service.

## **2.16 HAULING**

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All solid waste hauled by the Contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented.

## **2.17 STORMS AND OTHER DISASTERS**

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In case of an unusual storm or other disaster, the City may, at its discretion, grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or

disaster, the Contractor shall advise the City of the estimated time required before regular schedules and routes can be resumed.

In the event of damage due to storms or other special disposal needs, the City may request collection and disposal services (the use of collection vehicles with drivers and laborers to collect materials staged behind the curb or edge of shoulder). The Contractor shall be compensated at the hourly rates as quoted in the Contractor's Proposal Form.

## **2.18 ADDITIONAL SERVICES**

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The City shall not be responsible to the Contractor for any additional services that fall outside the scope of these specifications, which are provided by the Contractor without the request of the City. The Contractor shall not charge any residents for services provided under the terms of the contract, unless otherwise specified by the City.

## **2.19 INFRASTRUCTURE RENOVATION/STREETS BLOCKED BY CONSTRUCTION**

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Periodically, major rehabilitation or reconstruction is necessary to maintain the infrastructure within the City. This includes such activities as replacing gas, water and sewer lines, surfacing or resurfacing streets, and replacing wiring for telephone, electricity, or cable television.

The City will notify the Contractor in advance of public infrastructure rehabilitation/reconstruction work. If a private utility or other private infrastructure owner notifies the City or designee in advance of these types of activities, the Contractor will be notified. However, it is not uncommon for private work to be initiated without prior notification. In all cases, alternate sanitation service must be provided during periods of disruption. No additional fees shall be payable for services provided under these conditions.

## **2.20 PRIVATE AGREEMENTS**

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The Contractor may, at their option, contract with firms, individuals or agencies for collection services outside the scope of the Contract, subject to any regulations governing private collectors generally, and provided that such operations will not interfere with satisfactorily carrying out of the Work and obligations of this Contract. Negotiated rates for collection services provided to cluster housing and attached/detached condominium complexes located in the City shall be the same as the current municipal Contract unit rate.

## **2.21 NON-ASSIGNMENT**

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The Contractor shall not delegate or assign the Contract, or any part thereof, to an unaffiliated entity, nor shall the Contractor sub-contract the Contract or any part thereof without the prior written approval of the City, which shall not be unreasonably withheld. The Contractor may not assign any parts of the Contract via sale, merger or acquisition of the Contractor's company without the prior written approval of the City, which shall not be unreasonably withheld.

### **3. Specifications for Solid Waste Collection and Disposal Services**

#### **3.1 Residential Collection Services**

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The Contractor shall be required to maintain a high level of refuse, recycling and yard waste collection and disposal services. The Contractor shall collect, transport and dispose all refuse, recyclables, and yard waste which the resident may desire to have removed weekly. The Contractor shall collect, transport and dispose all material residents properly place at the curb, unless otherwise specified herein. Residents shall be provided with written instructions and/or explanations by the Contractor when the Contractor deems an item or items to be improperly prepared or unsuitable for curbside collection.

##### **3.1.1 Residential Refuse Collection**

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The Contractor shall operate a curbside refuse collection, transportation, and disposal system, which shall result in the removal of all solid waste from all designated residential units and its being transported for disposal to an appropriate solid waste disposal facility, in accordance with all municipal, county, state and federal laws, ordinances, and regulations.

Residential premises includes, but is not limited to, single-family residences, residential duplexes, and certain residential condominium units as designated by the city manager. Residential premises shall not include apartment complexes, mobile homes and those residential condominium units not designated by the city manager.

Refuse means all animal and vegetable food waste and all waste which normally results from the operation of a household, except body waste and yard waste, including but not limited to rubbish, metal cans, papers, cardboard, glass jars, bottles, wood, logs, ashes, sod, dirt, rocks, cement, bricks, small household appliances, furniture, plastics and any other household refuse small enough for one person to handle and no more than sixty (60) pounds.

In addition to the contractor provided 96-gallon containers, residents can also place refuse in refuse bags, or watertight containers of substantial construction with tight fitting lids and lifting handles and not to exceed thirty-five (35) gallons in size. Refuse placed in plastic or paper bags shall be considered part of the refuse and shall be collected as part of residential solid waste collection. Total weight of a single container and its contents shall not exceed sixty (60) pounds. Some articles cannot be conveniently placed in containers. Such articles, if within the weight and size limitations, must be handled individually by the Contractor. No single piece of refuse must be collected if it weighs more than sixty (60) pounds, except bulky items as hereinafter set forth.

The Contractor shall exercise reasonable care and diligence in handling containers. The City will cooperate in requiring residents, to provide and maintain suitable containers, and the Contractor must exercise due care in preventing damage to containers, thereto, and shall return all containers to an upright position with the lids replaced thereon or adjacent thereto. In the event the Contractor damages a container(s), the Contractor shall be responsible for replacing said container(s), regardless if provided by the Contractor or not, with one of equivalent value at Contractor's expense within forty-eight (48) hours (excluding Saturdays and Sundays).

The City reserves the right to impose a bag/can limit on the housing units to be serviced and implement a variable rate, bag/tag, or Pay-As-You-Throw system. Should such a system be implemented, the Contractor would only pick up bags, containers or other household items that are within the bag/can limit or are properly tagged. The City will give the Contractor ninety (90) days' notice before implementing such as system.

A written monthly tonnage report must be supplied to the City and its regional recycling authority: Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC), or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the disposal facility by the Contractor on behalf of the City. Further, the City retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the City.

### **3.1.2 Residential Bulky Waste**

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As part of the solid waste unit price and not as a separate pay item, the Contractor shall pick up as part of the refuse pick-up and shall deposit in the same truck or separate trucks if necessary all bulky items including but not limited to fixtures and furniture, storm doors and windows, tubs, toilets, sinks, carpets and pads, railroad ties, and fence posts or fences not exceeding 3' x 8' in dimension, and small quantities of building debris resulting from repair or remodeling personally done by the home occupant which have been placed at the curb. This collection is required to be made on the same day as scheduled refuse collection.

The Contractor shall not be required to collect engines, transmissions or rear axles, or bulky items resulting from the home occupant's personal repair or remodeling that exceed five feet (5') in length. The Contractor will not be required to pick up junk cars, large parts of cars, demolition materials or other material resulting from the repair or construction of buildings except as otherwise provided herein.

### **3.1.3 Residential White Goods**

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As part of the solid waste unit price and not as a separate pay item, the Contractor shall collect recyclable metal bulky items including, but not limited to household appliances such as stoves, refrigerators, freezers, washers, dryers, water heaters, water softeners and water tanks in a separate truck to be recycled and not, under any circumstances, to be landfilled. Generally these household metal bulky items may also include small metal sheds, swimming pools, garage doors, fenders, hoods of cars, etc. This collection is required to be made on the same day as scheduled refuse collection.

The Contractor shall be responsible for complying with all applicable laws concerning the disposal or recycling of air conditioning and refrigeration equipment, including but not limited to the provisions of the Clean Air Act which prohibits the venting of refrigerants into the atmosphere. It shall be the Contractor's responsibilities to haul materials and to ensure that freon-containing materials that are not tagged are delivered to a designated facility for proper removal. Residents shall not be required to ensure that freon or other such refrigerants are removed prior to collection.

A written monthly report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the tonnage of this material that is collected and the scrap metal recycling facility to which it was delivered.

### **3.1.4 Tagging nonconforming containers**

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If at any time any form of solid waste is not collected because of nonconformance to the City requirements, it shall be tagged by the Contractor stating the reason the collection was not made. Tags shall be supplied by the Contractor and be uniform in nature and highly visible. Refuse left for any reason and not tagged will be considered a missed stop. The nonconforming item will be logged and reported to the City within 24 hour.

### **3.1.5 Handicap/ Door-to-Curb Pickup**

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There may be residential units on the collection routes that are occupied by individuals who have been determined by the City to be unable to move refuse, recyclables, and yard debris to the curb. These locations will require door-to-curb service by the Contractor as part of the regularly scheduled refuse collection and as part of the proposed solid waste unit price and not as a separate pay item. The Contractor will be required to bring the containers to the curb and will be encouraged, but not be required, to return the container to the resident's designated door.

### **3.1.6 Christmas Trees**

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Christmas trees shall be collected and disposed of by the Contractor from December 26<sup>th</sup> through the week that includes January 15<sup>th</sup> as part of the proposed solid waste unit price and not as a separate pay item.

### **3.1.7 Yard Waste/Lawn Debris Collection**

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As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the Contractor shall separately pick up unlimited, separated yard waste and lawn debris as part of the regularly scheduled collection. The period of collection shall be from the first full week of April through the second full week of December

The Contractor will provide, upon request of the City, additional yard waste/ lawn debris collection, provided the Contractor has access to a compost site that is open and accepting material. (Such additional collection services could be required as the result of a major storm.) The rate for this additional service shall be as specified in Appendix A.

All yard waste and lawn debris shall be transported for disposal to an appropriate compost site, in accordance with all municipal, county, state and federal laws, ordinances, and regulations, and under no circumstances to a landfill or disposal facility, unless otherwise specified herein and permitted by law. All yard waste and lawn debris are not to be mixed with any other refuse or recyclables. A written monthly report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the Contractor on behalf of the City.

Acceptable yard waste and lawn debris shall include grass clippings, weeds, leaves, small twigs, prunings, shrub clippings, garden waste materials and fruit; old potting soil, Halloween pumpkins, dirt incidental to minor plantings or edging of lawns; brush, branches, tree trimmings, shrub clippings tied and bundled; and small shrubs and bushes with dirt removed from root systems; or any other material defined by law as "yard clippings".

Acceptable yard waste and lawn debris shall include so called "woody" or "hard" yard waste as long as it is properly prepared. The Contractor will not be required to pick up tree branches or logs greater than six inches (6") in diameter, longer than four feet (4') in length, tied or secured with string or twine in bundles larger than eighteen inches (18") in diameter, or weighing in excess of sixty (60) pounds. Such material shall be collected as part of regular refuse collection unless otherwise prohibited by law.

The yard debris will be bundled as required, placed in large capacity kraft / paper bags or placed loose in cans with a "yard waste recycling" or "compost" sticker on the container, or otherwise clearly marked as "yard waste."

Brush, branches, tree trimmings, shrub clippings tied and bundled and set out for collection at other than the designated yard waste/lawn debris collection season shall be collected as part of the regular refuse collection, unless otherwise prohibited by law.

Upon request of the City, the Contractor shall annually provide the City, at no additional charge, two hundred (200) cubic yards of finished compost, delivered at no charge to the City to a site to be determined by the City. The City reserves the right to manage the amount delivered and the frequency at which it is supplied.

### **3.1.8 Recycling Collection and Disposal**

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As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the Contractor shall separately pick up on the same day as the regularly scheduled refuse collection required by these specifications, recyclable materials set-out as per the specifications identified by the City in Appendix B and as indicated MRF Services Agreement between RRRASOC and the City.

Recyclable materials shall be placed in 64-gallon recycling carts, to be provided by the Contractor. The Contractor will be responsible for replacing any carts damaged by the Contractor within twenty-four (24) hours. The Contractor will provide the City with an additional inventory of replacement carts at its cost, upon request by the City. A written monthly set-out rate report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or Internet, identifying the number of recycling bins and recycling carts that are set out for collection on each route day of the month and identifying the total number of households on each route day.

The City may otherwise specify the use of alternate sized recycling carts/containers. Labels will also be required on all recycling carts to denote what is accepted into the single stream program. The design of such a graphic will be approved by the City and RRRASOC.

A written monthly report must be supplied to the City and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the Contractor on behalf of the City. Further, the City retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the City.

## **3.2 Other Municipal Solid Waste Services**

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The City may request other Municipal Solid Waste Services including, but not limited to, solid waste container service at municipal buildings and facilities, cleanup assistance, and Department of Public Works (DPW) debris transport and disposal. Such services shall be billed in accordance with the Cost Forms included herein and included in the monthly invoice submitted to the City.

### **3.3 Residential Refuse and Recyclable Collection Start-up Education Program and Program Literature**

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The Contractor shall be responsible for the successful and smooth transition to the new collection services in a timely manner and shall be responsible for all facets, including but not limited to all labor, materials, layout and setup costs, printing costs, delivery and/or postage and any other related expenses for the education of the residents of the new collection services. The education program and all associated literature must first be approved by the Director of Community Relations or their designated representative. The program, at a minimum, must include the requirements as specified herein.

No later than May 1, 2021, the Contractor shall have delivered City wide, via the USPS, or by other means approved by the City, the initial educational program information. The literature should be full color and must at a minimum include the delivery dates of the residential refuse and recyclable carts, program start dates, route schedules, instructions for setting the carts next to the street, lists of all acceptable refuse, recyclables, yard waste, and bulky and large items.

The Contractor shall work with the City's Studio Six Team to produce a Public Service Video, approved by the City, to be broadcast via the City's cable channels and other social media means.

The Contractor shall set up at the City Hall eye-catching and informative displays that at a minimum include overviews of the new program, samples of the program's carts, and program literature.

A telephone hot line shall be established by the vendor to answer any program questions. The hotline phone number shall be staffed at a minimum between the hours of 8 a.m. and 5 p.m. and be in place, at a minimum, for the period beginning July 1, 2021 through October 31, 2021. The hotline phone number and hours must be printed on all program literature.

A second city-wide mailing, no later than one full week prior to the initial pickup date of the program shall be delivered reminding participants of the program start date, the hot line phone number and where literature is available.

Additional copies of the program literature must be made available upon request of the City at no additional expense for distribution in City buildings for new residents.

A detailed description of the proposed Education Program and samples of educational literature used in other programs should be included in the proposal.

## 4. Submission Requirements and Forms

Proposers will submit a proposal package consisting of three sections. The three sections, with more detailed requirements following, are:

- Section I: Proposal Summary
- Section II: Solid Waste Disposal Services Technical Proposal
- Section III: Solid Waste Disposal Services Cost Proposal

### 4.1 Proposal Summary

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The Proposal Summary section is intended to serve as the document that proposal evaluators can use to quickly understand technical, business and cost aspects of the proposal. The items listed in the following subsections are required elements of the Proposal Summary.

#### 4.1.1 Bid Bond

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All Technical and Cost Proposals must be accompanied by a bid bond, letter of credit, or certified check drawn on a solvent bank or savings and loan association, payable to the City of Novi in the sum of one hundred thousand (\$100,000.00) dollars as a guarantee. Bid bonds will be sent back to all unsuccessful Proposers. Failure to submit a proper bid bond may invalidate the proposal.

Required bonds shall be provided by a company licensed to do business in the State of Michigan and acceptable to the City. Should the successful selected Proposer refuse to enter into a Contract, the amount of the proposal security shall be forfeited to the City as liquidated damages, not as a penalty.

Include with the Proposal Form, a letter from a Surety, licensed to do business in the State of Michigan, stating that Proposer is able to obtain a performance bond in the sum equal to the amount that the Contractor will be required to furnish the City, in the event Contractor fails to faithfully perform Contractor's obligations under this Contract.

#### 4.1.2 Proposal Authorization Signature

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The Transmittal/Certification letter must be signed by an officer of the proposing organization empowered to sign a document that commits the Proposer to the obligations in the proposal.

#### 4.1.3 Introduction to Proposal

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Proposers should provide an overview of their proposal including a brief summary of the Proposer, their services, corporate ownership, resources, relevant municipal service experience, and ability to meet the needs of the City as expressed in this RFP.

## 4.2 Technical Proposal

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The Technical Proposal is intended to serve as the document that proposal evaluators can use to quickly assimilate all technical and business aspects of the proposal. The items listed in the following subsections are required elements of the Technical Proposal. A proposal checklist and required forms are contained in Appendix D: Technical Proposal Forms and Checklist.



#### **4.2.1 Proposer's Statement of Organization (Form A)**

---

Complete Form A, provided in Appendix D: Technical Proposal Forms and Checklist. Form A is a required form, showing the Proposer's organization, which must be completed as part of the Proposal. The questions that are not applicable should be included and marked "Not Applicable". The purpose of the form is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets if more space is required. If Form A is not completed in full, it may result in disqualification.

#### **4.2.2 Proposer's Staffing (Form B)**

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Complete Form B, provided in Appendix D: Technical Proposal Forms and Checklist. Form B is a required form, showing the Proposer's staffing structure and management credentials, and must be completed as part of the Proposal. The questions that are not applicable should be included and marked "Not Applicable". The purpose of the form is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets if more space is required. If Form B is not completed in full, it may result in disqualification.

#### **4.2.3 Collection Services Proposal – Summary Description**

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Proposers should provide a condensed description of the proposed collection services by service type. The description should be complete from the point of central operations and beginning of day vehicle staging (route assignments, preventative maintenance, etc.) through to route operation (e.g. driver route sheets, base to vehicle communication, safety procedures, etc.), and to final end-of-day shutdown procedures.

The Collection Services Proposal – Summary Description must be specific to the proposed service type(s).

Customer Service Plan: A detailed customer service plan that specifies customer service operations, such as the following:

- Customer communications program,
- Customer inquiry/complaint processing systems,
- Ongoing distribution procedures for additional containers, and
- Ongoing coordination with the City's public education and outreach program.

Collection Operations Plan: A detailed collection operations plan that presents the specific collection programs that will be implemented. This should include:

- Vehicle collection schedule information.
- Vehicle and container maintenance program, including response/replacement/repair time for vehicles on route.
- Staffing requirements, including physical and substances abuse testing requirements.
- Office and operations yard location.
- Hazardous waste management protocols.
- Health and safety management procedures.
- Additional material that the Proposer feels is required to ensure a smooth transition and superior program performance.

#### **4.2.4 Equipment Plan and Collection Vehicles (Form C)**

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The Proposer shall prepare and submit an Equipment Plan outlining the type of vehicles to be used, past Proposer's experience of other comparable programs with this type of vehicle, whether the vehicles will

be leased or owned, the methods which will be used and sequence of steps required to load and unload collected materials, the compatibility of the vehicle design with the design of the facility to which the collected materials will be taken, the size of crew required per vehicle and their responsibilities, the number of vehicles required for the program, the capacity of the vehicles, and the scheduled maintenance and cleaning of the vehicles.

The Equipment Plan shall include a completed Form C, provided under Appendix D: Technical Proposal Forms and Checklist. Form C is a required form, showing the Proposer's proposed collection equipment for the various types of solid waste and recycling services, all of which must be completed as part of the Proposal. The questions that are not applicable should be included and marked "Not Applicable". The purpose of these forms is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets if more space is required. If Form C is not completed in full, it may result in disqualification.

#### **4.2.5 Exceptions to Agreement (Form D)**

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Complete Form D if Proposer intends to take any exceptions to the program specifications set forth in the RFP documents. Instructions contained as part of Form D indicate that Proposers are to prepare the Cost Proposal forms based on the program specification set forth in the RFP documents without considering any exceptions that may be set forth on this form. In the event the Proposer takes exception to the RFP specifications, they may set forth those exceptions in the manner described in Form D.

#### **4.2.6 Financial Qualifications**

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Proposers must provide a description of relevant Financial Qualifications as described below. The City will make best efforts, but make no representation that it will be able to maintain total confidentiality of Proposer's financial information. A Proposer that submits financial information that asks to have that information treated as confidential should submit a statement justifying the request, cross reference it in the proposal and label such confidential information as a separate attachment, clearly identifying it as confidential. At all times, the City will comply with the provisions of the Michigan Freedom of Information Act as required by state law.

Financial information to be included with the Proposal includes:

- A. The proposed Vendor's summary financial statements for the past three fiscal years. These statements must include, at a minimum, statements of financial position and changes in financial position.
- B. If the entity that will sign the Agreement has a parent company, the parent company must also provide financial statements for the most recent three fiscal years. The parent company must provide a statement indicating its intent and means to provide financial assurance of performance.
- C. If the entity that will sign the Agreement has been in existence less than three years, the Proposer must provide sufficient financial data to substantiate, to the satisfaction of the City, the Proposer's financial capability and viability of the entity.
- D. In addition to the financial statements, the Proposer must provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent company or owners if they are providing financial assurance of performance) since the date of the last audited financial statements.

- E. Financing of the services and equipment will be the sole responsibility of the successful Proposer. Proposer must demonstrate that it can provide the required financing from either 1) internally generated funds or 2) commitments from external sources.
- F. Disclose any changes or contemplated changes in the structure of the firm (e.g. mergers, spin-offs, and acquisitions) that may impact its financial condition.

The City reserve the right to require submission by Proposer, at no cost to the City, of certified audited financial statements for the Proposer, and/or an opinion by a Certified Public Accountant with regard to the financial status of such Proposer, including ownership of, or interest in, equipment and facilities prior to award of an Agreement.

#### **4.2.7 Litigation History**

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- A. The Proposer must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$100,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Proposer must provide the following:
  - The name of the claim, arbitration, litigation or action
  - The amount at issue or the criminal charges alleged, and
  - The status or final disposition of the case.
- B. The Proposer must also provide details of any current or threatened legal actions in Michigan against the Proposer or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Proposer or its parent company for services relating to solid waste management, or against such a government entity by the Proposer or its parent company or joint venture company(ies). For each action, the Proposer must provide the following:
  - The name of the action and the court in which the action is pending
  - The action number and the amount at issue.
- C. The Proposer shall provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Michigan Department of Environmental Quality or a Local Enforcement Agency. The list shall include name of the regulatory agency and the date of enforcement action.
- D. The Proposer shall inform the City if it has had a permit, franchise, license, entitlements or business licenses that have been revoked or suspended in the last five (5) years.
- E. The Proposer must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five (5) years.

### **4.3 Collection Services Cost Proposal**

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Each Proposer shall submit a Cost Proposal for Refuse, Recycling and Yard Waste Collection Services that includes all cost information as identified and described below. A proposal checklist and required forms are contained in Appendix A: Cost Proposal Forms and Checklist.

#### **4.3.1 Collection Cost Proposal Signature Page**

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The Collection Cost Proposal Signature Page must be signed by an officer of the proposing organization empowered to sign a document that commits the Proposer to the price quotes stated in the Collection Cost Proposals.

#### **4.3.2 Collection Services Cost Proposal**

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The Collection Cost Proposal Form must be filled out in full in order to have the cost proposals in the evaluation process. Unless otherwise stated, price quotes are per unit as specified in the form. All prices quoted are for services as described in this RFP unless the Proposer submits specific exceptions as part of Technical Proposal Form G: Exceptions to Agreement.

Costs for residential curbside service are to be per household per year effective July 1, 2021 and inclusive of any disposal costs, tip fees, surcharges, or taxes.

Costs for other services are per unit as of July 1, 2021 and inclusive of any disposal costs, tip fees, surcharges, or taxes. Unit prices for other services may be adjusted annually in accordance with Section 2.10 of this RFP.

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**REQUEST FOR PROPOSAL**  
**SOLID WASTE, RECYCLING, AND YARD WASTE**  
**COLLECTION SERVICES**

**Appendix D**  
**TECHNICAL PROPOSAL CHECKLIST AND FORMS**

**Checklist:**

**Proposal Summary**

- Transmittal/Certification Letter w/Signature
- Introduction to Proposal
- Bid Bond
- Letter from Surety regarding Performance Bond

**Technical Proposal Forms**

- Form A: Statement of Organization
- Form B: Staffing
- Form C: Residential Refuse Collection Vehicles
- Form D: Equipment
- Form E: Exceptions to Agreement
- Financial Qualifications
- Litigation History
- Public Education Program – Description and Sample Materials

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix D: Technical Proposal Form A**

**Proposer's Statement of Organization**

**1: Full Name of Business Concern (Proposer)**

GFL ENVIRONMENTAL USA INC.

**2: Principal Business Address:**

26999 CENTRAL PARK BLVD., Suite 200  
Southfield, Michigan 48076-4145

**3: Principal Contact Person(s):**

Lou BERARDICURTI  
WADE STEVENSON

**4: Form of Business Concern (Corporation, Partnership, Joint Venture, Other)**

CORPORATION

**5: If a corporation, in what state Incorporated and date of Incorporation:**

State: DELAWARE Date: AUGUST 13, 2012

**6: Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer:**

Name	Address	Title
<u>PATRICK Dorigi</u>	<u>SAME AS ABOVE</u>	<u>PRESIDENT + CEO</u>
<u>Luke Pelosi</u>	↓	<u>CFO</u>
<u>Lou BERARDICURTI</u>	↓	<u>Regional V.P.</u>

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

**TECHNICAL PROPOSAL FORM A CONTINUED**

- 7: If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the parent firms and the relationships:**

*"NOT APPLICABLE"*

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February 1, 2021

City of Novi

Dear Sir/Madam:

**Re: Request for Proposal for Waste Collection and Disposal Contract (“RFP”)**

Please accept this as a letter of authorization permitting Lou Berardicurti, Regional Vice President, to execute and deliver to the City of Novi the bid and all related documents for the RFP on behalf of GFL Environmental USA Inc.

Please do not hesitate to contact me, should you have any questions.

Yours truly,

A handwritten signature in blue ink, appearing to read "Patrick Dovigi".

Patrick Dovigi  
President





**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

**Appendix D: Technical Proposal Form B**

**Proposer's Staffing**

- 1: Organizational Chart:** Attach an organizational chart(s) for the Proposer's staff, showing for each Service Type the necessary staffing by position, number of staff per position and organizational responsibilities of each staff position and qualifications required for each position.
- 2: Professional/Management Staff Resumes:** For professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual(s) areas of expertise and experience. Resumes must be provided in the following format, however additional information may be provided at the option of the Proposer.

- 1: Names and Title
- 2: Project Assignment
- 3: Name of Company working for:
- 4: Years Experience with:
  - This Company:
  - With Other Similar Companies:
- 5: Education:
  - Degrees:
  - Year and Specialization:
- 6: Professional References: (List a minimum of 3)
- 7: Other Relevant Experience and Qualifications

**List Names and Titles of Attached Professional/Management Staff Resumes:**

- 1: Name LOU BERARDI-CURTI Title Regional Vice President
- 2: Name WADE STEVENSON Title USA Regional Controller
- 3: Name SAM CARAMAGNO Title General Manager
- 4: Name MARY JO VAN NATTER Title GOVERNMENT / MUNICIPAL DEVELOPMENT MANAGER
- 5: Name JEFF GOMEZ Title Regional Productivity MGR
- 6: Name DON BARRETTA Title MGR of WASTE OPERATIONS
- 7: Name \_\_\_\_\_ Title \_\_\_\_\_

## **CITY OF NOVI**

### **RFP # 01042021 – Residential Solid Waste Services**

#### **4.2.2 Proposer's Staffing Form B**

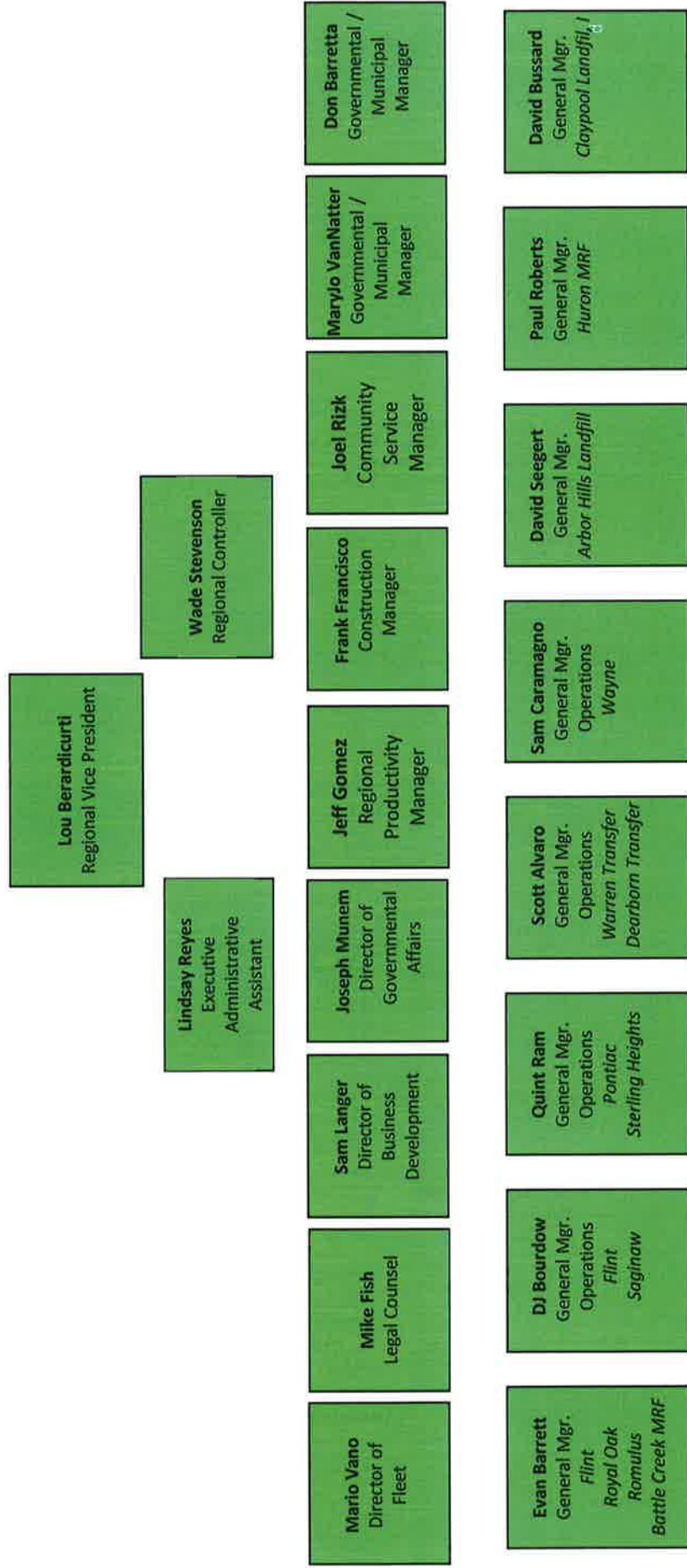
- **Please see the documents listed below on the succeeding pages.**
- RES Regional Business Overview, 2 pages
  - RES Manpower Analysis, 1 page
  - RES Daily Supervision for Southfield, 1 page
  - RES Organizational Guide for Southfield, 2 pages. This is for the day to day operations
  - Professional / Management Staff Resumes, 14 pages
  - History of Solid Waste Management Experience, 1 page



# Green For Life Environmental



# GFL Michigan Region Management Team





**CITY OF NOVI**

**RFP - #01042021 – Residential Solid Waste Services**

**Manpower Analysis**

**Please find listed below GFL Environmental USA Inc (GFL) Manpower Analysis based on job classification;**

**RES Residential Collection - State of Michigan CDL A or B certified drivers – 7-10**

**RES Residential Collection - Laborers 4-6**

**RES Residential Collection - Bulk Waste Driver 1**

**RES Front Load Service – State of Michigan CDL A or B certified drivers 1**

**RES Roll Off Service – State of Michigan CDL A or B certified Drivers 1**

**RES Supervisor 1**

**RES Operations Manager 1**

**RES Contract Administrator 1**

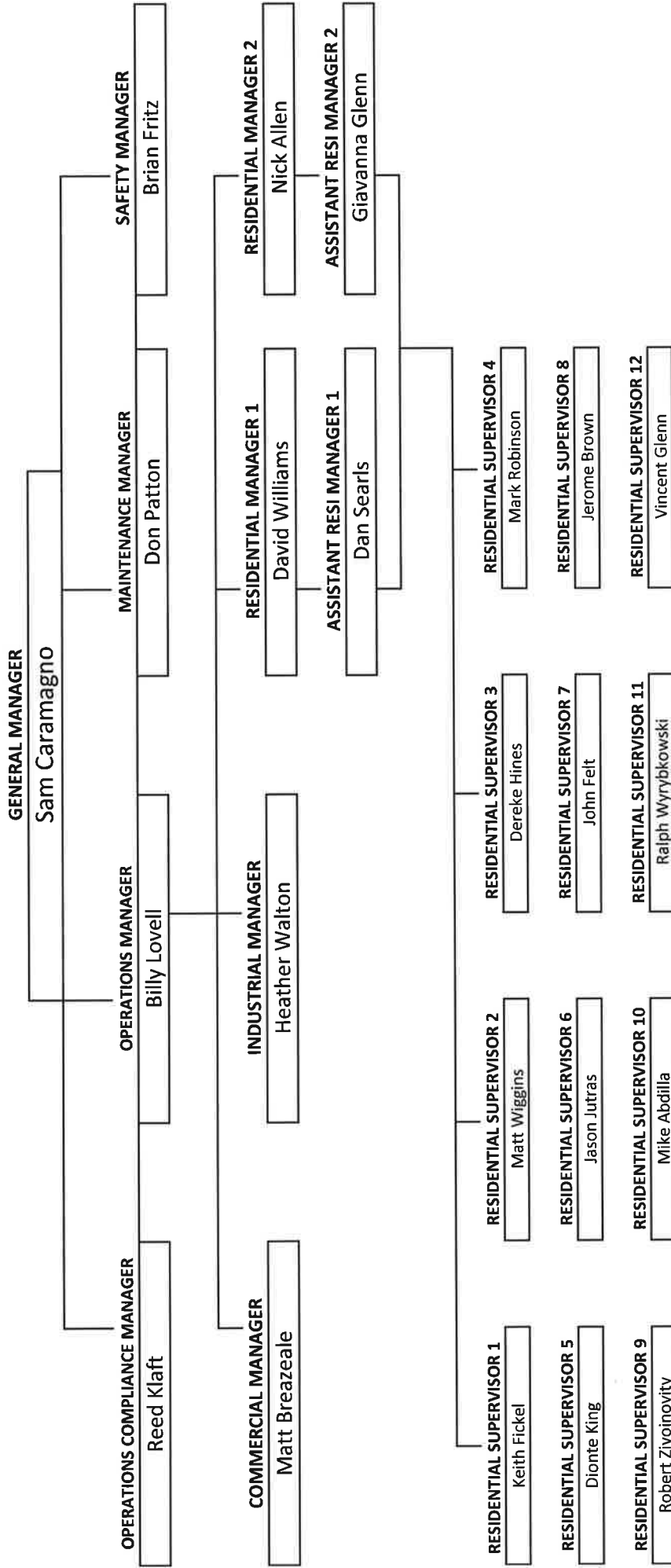
**RES Customer Service Team – Manager, Assistant Manager and twelve Team Members**

**RES Maintenance Team – personnel as needed.**

**Note: Variations in the GFL Manpower Analysis is directly related to seasonal fluctuations and discontinuation of annual yard waste collection.**



# GFL WAYNE ORGANIZATION CHART





## **GFL ENVIRONMENTAL USA INC (GFL)**

**26999 Central Park Blvd., Suite 200  
Southfield, Michigan 48076**

### **OPERATING CENTER**

**GFL – West Division  
39000 Van Born Rd.  
Wayne, Michigan 48184**

### **ORGANIZATION GUIDE**

#### **GENERAL MANAGER**

**Sam Caramagno – Cell number 734.812.5732**

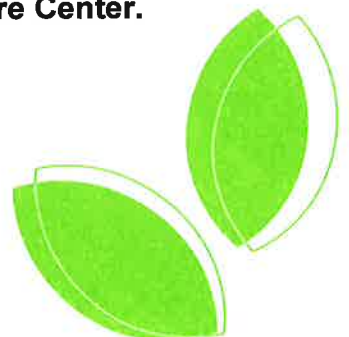
#### **CUSTOMER CARE CENTER:**

**Main phone number – 844.464.3587 Ext. 40411**

**Main fax number – 586.795.2740**

**Joel Rezk – Customer Care Center Manager**

- **Hours of operation, Monday through Friday, 7:00 am – 5:30 pm. After hour calls go to our answering service and priority calls are forwarded to Sam Caramagno**
- 
- **All requests for service can be called into our Customer Care Center.**



**OPERATIONS & DISPATCH:**

Cell number – 734.771.6379

Billy Lavell – Operations Manager

**NOTE:** Please contact Sam Caramagno for any concerns and Harold Higgins on any safety issues.

**SAFTY AND COMPLIANCE:**

Main phone number – 844. 464.3587

Harold Higgins – Safety and Compliance Manager

Ext 40318

**BILLING AND ACCOUNTING:**

Main phone number – 844.464.3587 Ext. 40226

Jen Mautard – Billing

- Extension #269

**NOTE:** Please contact Jen for any questions you may have regarding billing and pricing

**CONTRACT ADMINISTRATOR:**

Don Barretta

- 586.933.3812 – Cell number
- [dbarretta@gflenv.com](mailto:dbarretta@gflenv.com)

Mary Jo Van Natter

- 586.945.0009 – Cell number
- [mvannatter@gflenv.com](mailto:mvannatter@gflenv.com)

**NOTE:** Please contact Sam Caramagno or Mary Jo Van Natter on contract related inquiries, terms and conditions and or for any additional information that may be required.



# LOU BERARDICURTI

16 Gloria St • Barrie, ON • L4N 4L9 • 416-859-7716 • loubardicurti@rogers.com

## Summary of Qualifications

- A senior executive with over 19 years leading high performance teams as a General Manager/Vice President
- A strategic thinker with demonstrated success in managing the P&L's of large North American organizations
- Proven ability in process improvement and implementing best practices in sales and service industries
- Exceptional business relationship builder for all levels of the organization based on mutual respect, honesty and trust
- Proven sales & marketing leadership, operational excellence and noted for accelerated market share/ revenue growth
- Leadership strengths include strategic business planning and executing programs for all phases of the business life cycle including start-up, expansion, contraction, turnaround and re-engineering

## Professional Experience



**GFL Environmental Inc.**

**April 2011- Present**

### **Regional Vice President, Michigan**

- Provide leadership for the Michigan operations with revenues of \$175+ million
- Scope of responsibilities include guiding and managing general managers with overall staff of 1200 employees
- Develop and implement strategic action/business plans to achieve set targets
- Involved in acquisitions integrating businesses.

#### **Achievements**

- Successfully integrated several acquisitions maximizing synergies, integration and implantation of GFL metrics.
- Increased profitability through productivity initiatives within operating lines and transfer station by 20+%.
- Provided 30% growth in revenue through new business.



**BFI Canada Inc.**

**April 2008- Feb 2011**

### **General Manager, Toronto**

- Provide leadership for the Eastern Canada Operations (82 locations) with revenues of \$375+ million
- Scope of responsibilities include guiding and managing 6 Department Managers with overall staff of 180 employees
- Develop and implement strategic action/business plans to achieve set targets
- Involved in acquisitions integrating businesses and successfully negotiating 8 union contracts.

#### **Achievements**

- Consistently increased "top line" 20%+ exceeding overall annual profitability
- Executed change management within two operations resulting in budget attainment
- Client Survey results in 2008 indicated that 97% of existing clients would recommend our service to others
- Proactively established a positive business culture within the districts/client base resulting in partnership alliances for expediential growth
- Led a sales enhancement process project resulting in an average 40% reduction in sales cycles



**LaserNetworks Inc.**

**March 2006- April 2008**

### **Vice President Sales**

- Directed a team of 8 Senior Account Managers within the Cost Per Page division with revenues of \$25+ million
- Member of the Senior Management team responsible for sales recruitment, development and growth results
- Planned , developed, implemented and monitored regional strategic plan with full P&L responsibility
- Delivered sustainable growth through new customer addition and customer retention

#### **Achievements**

- Revenue increase of 25%+ per year while Vice President Sales
- Increased quarterly Net New account acquisitions by over 70%
- Increased existing Account Managers productivity by 50% through redefined sales processes
- Led team that secured new key accounts such as Direct Energy, LCBO and BDO Dunwoody
- Established a team approach to sales within the region resulting in strategic account management
- Directly managed two Key company accounts representing 20% of company revenue

## **4Refuel Canada Limited**

**May 2003 – March 2006**

### **Vice President/General Manager, Canada**

**January 2005–March 2006**

- Provided leadership for the Canadian Operations (11 branches) with revenues of \$60+ million
- Scope of responsibilities included guiding and managing 5 Regional Managers, National Operations Manager and Director of Franchising with overall staff of 160 employees
- Developed and implemented strategic action/business plans to achieve set targets
- Recruited and awarded unit franchises across Canada

#### **Achievements**

- Consistently increased "top line" 20%+ exceeding overall annual profitability
- Designed and implemented a "Client Care" Program with established disciplines for employees resulting in an improvement in customer satisfaction from 91% to 97% and employee/franchisee satisfaction from 86% to 94%
- Client Survey results in 2005 indicated that 97% of existing clients would recommend our service to others
- Proactively established a positive business culture within the franchise network/client base resulting in partnership alliances for expedient growth
- Led a sales enhancement process project resulting in an average 40% reduction in sales cycles
- Implemented internal/external newsletter, direct mail campaigns and sourced PR firm to gain national/local advertorials
- Ranked 22<sup>nd</sup> fastest growing company by Profit magazine in 2003

### **General Manager- Eastern Canada**

**May 2003-December 2004**

- Provided leadership for Ontario, Quebec and Atlantic Canada with revenues of \$40+million
- Designed and implemented strategic plan to increase core business volumes/margins with full P&L responsibility
- Observed on-going performance of associates and refocused and redirected as required
- Acted as a key member of the senior management team reporting into the Chief Operating Officer

#### **Achievements**

- Increased revenue by over 25% in first year during restructuring and subsequent years to follow
- Improved profitability of the region by 28% through increased revenues and "managing the middle"
- Recruited, developed and guided a team of 3 Regional Managers, Eastern Canada Operations Manager, Director of Franchising and supported 28 franchisees with overall staff of 100 employees
- Redesigned franchise marketing programs, advertising and sales process
- Through systematic communication with the internal staff and franchisees, corrected morale substantially resulting in improved efficiencies and increased compliance



## **Shred-it Canada Limited**

**January 1999-May 2003**

### **General Manager**

**August 2001 – May 2003**

**January 1999 – July 2000**

- Provided leadership to Branch Sales Manager, Operations Manager, Accounting and branch administrative personnel with overall staff of 94 employees
- Responsible for P&L of the Toronto Branch generating over \$5 million in revenues
- Led "branch turn around" through improved communications, implemented clear benchmarks and newly created sales/operational incentives
- Led and managed the "Flagship" branch for Shred-it working closely with all corporate GM's and franchisees through mentoring conference calls and branch visits to assist them in growing their markets
- Provided creative leadership for the largest revenue, profitability, customers and employees within Shred-it

#### **Achievements**

- Increased revenues by over 66% in less than two years
- Increased profitability by over 38% from August 2001 to May 2003.
- Increased new account acquisition from 25 per month to over 100 through improved sales processes and concentric selling
- Improved client satisfaction survey results from 3.6 to 4.21 and branch employee survey results from 85% to over 95%
- Significantly strengthened client relationships by understanding their business needs and delivering outstanding service increasing client retention (from 90% to 96%) and improved service effectiveness from 96% to 98%
- Created branch whiteboards with specific KPI's that were then adopted company wide
- Contributed to company acquisitions and franchisee take backs
- Drove the introduction of client contracts into the business as a means of reducing customer churn due to increased competition. Created and implemented sales force initiatives to include contract selling as part of the sales cycle, resulting in 95% of all new business having signed contracts and over 70% of existing business being secured on contracts
- Identified and negotiated the purchase of Tri County Storage in Waterloo, Ontario to beta test the document storage and imaging business opportunity

## Regional Vice President

August 2000 – July 2001

- As a member of the senior management team, reported directly to the Senior Vice President of Corporate Branches
- Responsible for P&L of 14 corporate branches in North America and Europe with revenues of over \$80 million and \$15 million in profit
- Recruited, oriented, guided and managed 14 corporate General Managers with a staff of over 290 employees in a high-growth entrepreneurial company
- Created, designed and implemented "Corporate Branch Visit Gold Standards" which clearly identified key areas of the business that each branch must achieve set benchmarks covering all facets of the business

### **Achievements**

- Successful in recruiting, training and orienting three General Managers in assigned region that were subsequently promoted as Regional Vice Presidents
- Through effective leadership and the cooperation of a high-performance team, consistently exceeded business plan results for growth of 30%+
- Assigned to establish corporate branches in Europe including hiring of General Managers, sales management/sales, operations personnel and location of facilities including European Head Office
- Achieved aggressive growth and profitability targets within assigned North American and European branches
- Led franchisee take backs and acquisitions within region with minimal interruption to the core business
- Created and implemented a fax broadcasting campaign within assigned region to build purge business resulting in an increase of 26%

## Ontario General Sales Manager

1996-1999

Cansel Survey Equipment

## District Sales Manager/District Manager

1990-1996

BFI Waste & Recycling Systems

## Motorola Communications Limited

1989-1990

Account Executive

### **Education**

- |                                  |                                      |             |
|----------------------------------|--------------------------------------|-------------|
| ▪ <b>Sheridan College</b>        | - Business Administration Diploma    | <b>1988</b> |
| ▪ <b>University of Toronto</b>   | - MBA Essentials for Managers        | <b>2009</b> |
| ▪ <b>University of Athabasca</b> | - Executive MBA (enrolled fall 2010) | <b>2013</b> |

### **Continuing Education**

- |   |                                      |             |
|---|--------------------------------------|-------------|
| ▪ <b>Leadership Through Team Building</b>               | - Schulich School of Business        | <b>2007</b> |
| ▪ <b>Managing Your Sales Force For Improved Results</b> | - Schulich School of Business        | <b>2006</b> |
| ▪ <b>Key Executive Program Member</b>                   | - The Executive Club of Canada       | <b>2005</b> |
| ▪ <b>Train the Trainer/Presentation Skills</b>          | - Freisen, Kaye & Associates         | <b>2003</b> |
| ▪ <b>Maximizing Performance Leadership</b>              | - Canadian Management Centre         | <b>2003</b> |
| ▪ <b>Performance Driven Leadership</b>                  | - Canadian Management Centre         | <b>2001</b> |
| ▪ <b>Performance Behavioral Index</b>                   | - PI Management Resources            | <b>2001</b> |
| ▪ <b>Issue in Employment Law</b>                        | - Canadian Management Centre         | <b>2000</b> |
| ▪ <b>Performance Measures for Your Business</b>         | - Canadian Management Centre         | <b>2000</b> |
| ▪ <b>Managing Sales Success</b>                         | - The MCS Group Inc                  | <b>1999</b> |
| ▪ <b>Selling Distinctive Value</b>                      | - The MCS Group Inc                  | <b>1997</b> |
| ▪ <b>SPIN Selling</b>                                   | - The MCS Group Inc                  | <b>1996</b> |
| ▪ <b>Structured Strategic Selling</b>                   | - Major Client Selling International | <b>1996</b> |
| ▪ <b>Creative Selling Strategies &amp; Tactics</b>      | - The Fortune Group                  | <b>1994</b> |
| ▪ <b>Sales Leadership System</b>                        | - MOHR Systems International         | <b>1993</b> |
| ▪ <b>The Ultimate Sales Manual</b>                      | - Peter Lowe International           | <b>1992</b> |
| ▪ <b>Creative Selling Skills</b>                        | - The Fortune Group                  | <b>1990</b> |

### **Outside Interests**

Recreational Hockey, Coaching hockey, Golf, Fitness and most importantly family.

Former junior Kitchener Rangers – Memorial Cup 1983

Played two seasons in Europe for Austria and Slovenia

# WADE R. STEVENSON, CPA

1427 Woodbridge, Wixom, Mi 48393 (H) 248-668-1689 (M) 586-879-8869 WStevenson98@comcast.net

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Financial Management professional with diversified corporate accounting, systems and management experience. Extensive analytical skills in developing and implementing operations cost improvement strategies, business planning and budgeting, cash management, financial reporting and systems development for national corporations.

## AREAS OF EXPERTISE

- SEC Reporting
- Forecasting/Budgeting Planning
- Computer Accounting Systems
- Investment Strategies
- Mergers and Acquisitions
- Financial Reporting
- Private Equity
- Capital Project Planning
- Cash-flow and credit facilities
- Auditing and controls compliance
- Operations Costing
- Strategic Planning

### **GFL ENVIRONMENTAL USA INC-Southfield, MI**

**9/12 – Current**

*4<sup>th</sup> Largest PublicWaste Hauling and Recycling Company in North America USA Region over \$200 Million Revenue and 1,100 employees*

#### **USA Region Controller, Southfield, MI**

- Integrate transition of new accounting and CRM system conversions
- Diligence and implementation of over \$50M of acquisitions
- Manage Accounting team of over 15 staff including cash management
- Field operations strategic planning, forecasting, budgeting
- Integrated accounting team into new USA accounting centralized Accounting center

#### **Chief Financial Officer, Sterling Heights, MI**

- Managed Revenue growth from \$20M to over \$200M through multiple acquisitions and organic sales
- Re-financed \$100M term debt and capital line of credit with multiple banks in lending group
- Manage full Accounting staff and implemented budgets and cash planning
- Team with CEO, Board of Directors and Equity Partners on strategic planning and objectives
- Structured all aspects and diligence of Sale of Company for Private Equity Partners
- Transitioned all post acquisition systems and personnel integration

### **GREAT LAKES RECYCLING – Roseville, MI**

**7/08 – 9/12**

*Regional Private Recycling Solutions Company annual revenue over \$70 million and 200 employees*

#### **Chief Financial Officer, Roseville, MI**

- Re-Structured \$30 Million Debt financing
- **Financed** opening of 3 new plants (\$20 Million investment)
- **Structured** sale of majority of assets to Private Equity Group
- Re-Structured costs and budget plans for economic downturn changes
- Designed and implemented new compensation sales and marketing plans
- Developed and Implemented **budget and forecast** measuring processes
- Manage all field and finance functions and controls.

- Responsible for diversified 12 different entities **tax, operating and cashflow planning**

**DYNTEK, INC** - Irvine, CA

11/98 – 07/08

*National Public traded Technology Company of 250 employees with annual revenue of over \$100 million.*

**Vice President of Finance and Operations.** Farmington Hills, MI

- **Manage** \$15M Regional field Operations and Sales division.
- Negotiated, converted and managed new **\$15 million bank credit line facility** and increased cash availability by reducing day's sales and expediting billing processes.
- **Manage** daily and forecasted cashflow and credit facilities relationships and planning.
- **Instrumental in raising over \$30 million** in private placement financing.
- **SEC report filings** including quarterly 10Q and annual 10K reporting
- Analyzed, negotiated and integrated over **\$80 million of strategic mergers, acquisitions and divestitures.**
- Responsible for all bid analysis, pro-formas and strategies for **over \$50 million of new profitable business** projects awarded.
- Developed and managed budgets and **implemented new budget process** with guidelines for the Corporation to achieve designated operating income goals.
- **Spearheaded, implemented and analyze meaningful, actionable weekly and monthly management operating and forecasting variance reports** to identify and analyze key operating business factors for field managers.
- Directed and **converted Company to new Microsoft Accounting system software package** to replace outdated Platinum software system.
- **Created new job costing system** to manage all projects and sales orders revenue, costs and profitability to identify work-in-process, low margin jobs and specific work that was being completed.
- **Developed new sales plan** to create sales goals that are in line with the Corporation goals and completed in-depth industry competitor financial ratio comparisons to improve sales ratios and increase service/product sales mix.
- **Streamlined internal controls and reporting** to have monthly and quarterly financial reporting timeline goals that Manage and direct guidelines and reporting for multiple remote field financial analysts and managers
- **Negotiated and analyzed new employee benefit plan and package** with increased benefits and reduced costs by over 15%.

**WASTE MANAGEMENT INC.** - Oakbrook, IL

7/89-11/98

*Publicly traded fortune 500 Company with annual revenue of over \$ 13 billion*

**Region VP Senior Contoller.** Cleveland, OH

11/96-11/98

- Analyze and coordinate business plans, due-diligence and proformas for over \$ 3 Million in service Company acquisitions.
- Managed all USA Waste merger activities for Ohio including all required financial reporting for SEC interim spin-off Divisions and supplied all merger legal documents and inquiry replies for the Region.
- Prepare all major Municipal and Commercial bid financial proformas including the City of Cleveland for over \$150 Million in revenue.
- Conducted high level analysis for all Market financial projects including new landfill construction, implementation of sales telecenters, and analyzing competitors and market pricing for profit programs.
- Analyzed all balance sheet assets for region to comply with 1998 year end write down of corporate assets which included capitalized projects, overvalued acquisitions, and landfill amortization restatements.
- Developed and implemented standard costing and pricing modules and matrixes to meet price increase and productivity goals.
- Develop, managed and coordinated operating and capital budgets, forecasts, financial reporting, marketing plans and business reviews for \$ 90 Million in Region.

- Supervised Four Division Controllers and oversaw all internal controls and policies for 8 field Division locations and reviewed and coordinated all financial guidelines.
- Teamed with new Region Management to achieve a corporate best improvement in earnings in one year of \$ 1.4 Million with effective quality cost controls and restructuring sales staff and pricing models.
- Implemented various business improvement directives including system-reporting upgrades, pricing and cost models, and market consolidations.
- Negotiated all local vendor pricing including transportation and temporary labor.

**Division VP Controller**, Toledo, OH

6/93-11/96

- Implemented pricing, costing and operation productivity measurement and control programs for 4 Division field locations.
- Managed all day to day accounting functions including payables, payroll, billing, collections and customer service for multiple field divisions.
- Responsible for budgets, forecasts, financial reporting and internal controls for \$ 45 Million Divisions.
- Acted on Corporate process improvement team for new Customer Service Center Blueprint and converted first divisions in the Region to Customer Service Centers for “One Stop” shopping instead of decentralized billing and service functions.

**Business Analyst**, Livonia, MI

6/89-6/93

- Analyzed, converted and trained all field area Divisions to a new Mainframe AS400 financial reporting and billing Customer Information Management System.
- Implemented new standardized systems internal control procedures for field Divisions and developed new standard actionable and measurable field operational reports.
- Oversaw field divisions to ensure standard company requirements and operation productivity analysis at locations was accurately reported.

## **PREVIOUS EMPLOYMENT HISTORY**

**Staff Accountant**, Reznick Fedder Silverman PC, Charlotte, NC

**1987-1989**

- Responsible for completing small business and HUD audits for Regional CPA Firm.

**Staff Accountant**, AFW & Y CPA's, Charlotte, NC

**1985-1987**

- Variety of duties for local CPA firm including reviews, individual and corporate taxes and small business audits.

## **EDUCATION**

UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE – Charlotte, NC

**Bachelor of Science Accounting 1986**

**CPA – Certified Public Accountant**

**References Available upon Request**

# Sam Caramagno

39000 Van Born Rd.

Wayne, MI 48184

Telephone: (734) 812-5732

Email: scaramagno@gflenv.com

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## *Summary of Qualifications*

40 years of solid waste experience in all lines of business: Commercial, Industrial and Residential. Extensive and thorough understanding of all aspects of the industry including financial, operational, mechanical and technical.

## *Experience*

- |                                 |   |
|---------------------------------|---|
| April 2016 –<br>Present         | <b>GFL Environmental, USA</b><br><i>General Manager</i>   |
| October 1987 –<br>April 2015    | <b>Waste Management of MI</b><br><i>District Manager, Operations Manager, Route Manager, Driver</i> |
| October 1984 –<br>October 1987  | <b>Commercial Removal</b><br><i>Driver, Helper, Maintenance</i>                                     |
| February 1980 –<br>October 1984 | <b>The Rubbish Company</b><br><i>Janitor, Utility</i>   |

## *Civic Involvement*

- |                           |  |
|---------------------------|--|
| March 2015 –<br>Present   | <b>Livonia Community Foundation</b><br><i>Board Member</i>               |
| October 2015 –<br>Present | <b>Livonia Spree Board</b><br><i>Secretary, Board Member</i>             |
| May 2016 –<br>Present     | <b>Livonia Planning Commission</b><br><i>Secretary, Board Member</i>     |
| July 2004 –<br>May 2016   | <b>Livonia Zoning Board of Appeals</b><br><i>Secretary, Board Member</i> |

## *Education*

- |             |  |
|-------------|--|
| 1985 – 1986 | <b>Henry Ford Community College</b><br><i>Business related courses</i> |
| 1980 – 1984 | <b>Stevenson High School</b><br><i>High School Diploma</i>             |

# Mary Jo Van Natter

17509 Maumee, Grosse Pointe, MI 48230

[maryjo.vannatter@gmail.com](mailto:maryjo.vannatter@gmail.com)

313.885.7288

## Education:

FERRIS STATE UNIVERSITY

Degree: Bachelor of Science-Dental Hygiene, June 1977

Big Rapids, MI

## Experience:

### Dental Hygienist

June-1977/ Nov-1983

- Worked for various dentists as a Dental Hygienist.

Metro Detroit, MI

### Substitute Dental Services

Temp Agency-Dental

Jan-1984/Aug-1989

Mt. Clemens, MI

- Owner and manager of a temporary service which serviced dentists in the tri-county area of Metro Detroit for Dental Hygienist on a temporary basis.
- Employment agency for permanent positions.

### Michigan Paper Recycling

Sep-1989-1999

President/CEO

Clinton Twp., MI

- Responsible for sales and business development of Michigan Paper Recycling Corp. for corporate paper recycling.
- Responsible for initiating and developing client relationships and contracts for business such as Blue Cross Blue Shield's Corp offices, AAA Headquarters, EDS, American Center Building so recycle their office paper generated.
- Responsible for the growth from zero accounts to over 450 in the Tri-County Area of Metro Detroit.
- Demonstrated effective business management skill by conducting weekly status meeting to ensure first-class customer service.
- 

### Great Lakes Recycling

Apr-1999/Nov-2011

Manager

Roseville, MI

- Sold the Michigan Paper Corporation to Great Lakes Recycling and maintained business contracts for the 450 accounts.
- Facilitated and effectively managed current accounts and grew business with existing accounts from GLR.

### Customer Service Manager for GLR

July-2002/Sept-2003

Designed a long term grading and processing system for the paper division.

Managed all complaints from the customers.

Developed protocol for receiving all incoming phone calls.

### Manager of Single Stream Procurement and Dual Stream Recycling

Oct-2003/Nov.2011

- Designed the Acceptable List for our customers.
- Developed and pricing system for the Single Stream and Dual Stream customers.
- Solely developed the marketing study of the second location for a Single Stream Plant in Michigan.
- Prospected all waste haulers and recycling companies in SE Michigan and Canada for new accounts for our Single Stream in Huron Twp.
- Worked directly with the Cities of Westland and Taylor to contract their recycling from their communities and reimburse the cities directly for their material.
- Created new commodity code and recycling items such as ridged plastics #9 and #3-7 plastics for our grading systems.



- Developed a poster with the Environmental Directors from Wayne, Oakland and Macomb Counties for proper "Needle Disposal" utilized in their counties for hospitals and pharmacies. Major source of issues for the single stream workers.

ReCommunity Recycling

Nov-2011-Mar-13

Single Stream New Business Development Manager

- Managed the Single Stream procurement and current customers for the plants in Detroit, Roseville and Huron Township.
- Managed the Corrugated Division of customers from the acquisition from GFL approximately 380 customers located in the Tri-county Area of Detroit.
- Assisted in many facets of ReCommunity Recycling such as customer service, billing, collection and new business development.

RES

Mar-2013-Sept-17

Senior Municipal Sales Executive

- Develop new business contracts for the solid waste and recycling in SE Michigan
- Assisted in the new solid waste contracts for over 49 city contracts such as City of Detroit, City of Dearborn, City of Sterling Heights and Roseville.

GFL Environmental Inc.

Sept-2017-present

Government/Municipal Development Manager

- Developed a new division for GFL for the HOA Division or Home Owners Association which services all of our contracts in SE Michigan.
- Responsible for new business development which includes contracts, management and operational aspects of this new division.
- Responsible for assisting with negotiating Municipal Bids for Solid Waste and Recycling along with retention/renewals of existing contracts with over 70 municipalities in SE Michigan.
- Speaks at various conferences or civic groups regarding Recycling and Solid Waste.

Professional Organizations:

American Public Works Association for Downriver Chapter

Jan-11-Jan-21

Board of Director Position/ Special Event Coordinator

- Created monthly lunch meetings; location and speakers for the event.

Michigan Recycling Coalition

April-2006- Jan-12


Board of Director/ Business Category

- Monthly meetings in Lansing, MI for the development and growth of recycling in Michigan
- Lobby the State Reps for increase awareness for the importance for recycling in the State of Michigan and its financial and environmental impact.

# JEFF GOMEZ

## REGIONAL PRODUCTIVITY MANAGER

### CONTACT

(586) 788-3163 

Jgomez@gflenvl.com 

linkedin.com/in/jeffgomez923 

26999 Central Park Blvd,   
Suite 200,  
Southfield, MI, 48076

### EDUCATION

Bachelor (BBA) / Accounting  
Western Michigan University  
Kalamazoo, MI  
2005 - 2008

Associate's Degree / General Studies  
Macomb Community College  
Warren, MI  
2003 - 2005

### KEY SKILLS

Budgeting

Efficiency Tracking

Operation Management

GIS Mapping and Routing

Customer Service

Fixed Asset Management

Financial Review

### PROJECT ASSIGNMENT

To work closely with the City of Novi transition team providing a smooth and efficient transition from your current solid waste service provider. This would include the complete set up of all services outlined in the RFP-01042021 bid document.

### WORK EXPERIENCE

GFL ENVIRONMENTAL / 2016 - PRESENT

Regional Productivity Manager

- Develop, sequence and audit commercial and residential waste collection routes.
- Implement and oversee procedures involving data entry used to track waste collection trends and metrics.
- Create operational budgets and review variance with operational leads.
- Audit/ review costs associated with labor hours, disposal, and fuel consumption

CITY OF ANN ARBOR / 2018 - 2020

Public Works – Solid Waste Department Manager

- Provided operational direction & technical oversight
- Managed in accordance w/ Union Environment
- Implemented on board tablets to streamline service related issues
- Proficient user of CityWorks

GFL ENVIRONMENTAL / 2012 - 2018

Residential Operations Manager / Fixed Assets Accountant

- Communicate daily operation issues with the city public works dept
- Represent company at public counsel meetings.
- Manage and monitor daily residential waste collection operations
- Proficient user of TRUX, Weight-It, Haul-It, FleetComplete GPS, GIS, WAM, PCScale, QAlert, RouteWear, RouteSmart, DOMO, Microsoft Excel and other Waste Industry Hardware/ Software.
- Track and depreciate life and value of all capitalized assets
- Manage container/ Cart inventory

WASTE MANAGEMENT / 2010 - 2012

Residential CDL Driver

# JEFF GOMEZ

REGIONAL PRODUCTIVITY MANAGER

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## CONTACT

(586) 778-3163



Jgomez@gflenv.com



linkedin.com/in/jeffgomez923



26999 Central Park Blvd,  
Suite 200,  
Southfield, MI, 48076



## PROFESSIONAL REFERENCES

### PAUL MATTHEWS

Assistant Field Operations Manager

City of Ann Arbor

Phone: (248) 409-8494

Email: [pmatthews1005@gmail.com](mailto:pmatthews1005@gmail.com)

### MOLLY MACIEJEWSKI

Public Works Manager

City of Ann Arbor

Phone : (734) 794-6350

Email : [mmaciejewski@a2gov.org](mailto:mmaciejewski@a2gov.org)

### MIKE JANSON

Regional Controller

GFL Environmental

Phone: (248) 219-3653

Email: [janson304@yahoo.com](mailto:janson304@yahoo.com)

### JAY GOODNIGHT

Department of Public Works

City of Royal Oak

Phone: (586) 243-6536

Email: [9sgoodnight@gmail.com](mailto:9sgoodnight@gmail.com)

### NATALIE TURNER

Assistant City Manager

City of St. Clair Shores

Phone: (586) 447-3311

Email: [natalie@scsmi.net](mailto:natalie@scsmi.net)

### DON BARRETTA

Public Sector Representative

GFL Environmental

Phone: (586) 354-2853

Email: [dbarretta@gflenv.com](mailto:dbarretta@gflenv.com)

### RON MCCOY

Owner/ Operator

M&M Landscaping

Phone: (586) 484-0385

Email:



## **CITY OF NOVI**

### **RFP-01042021 – Solid Waste Collection Services**

#### **Appendix D: Technical Proposal Form B**

##### **Proposers Staffing – Section 2:**

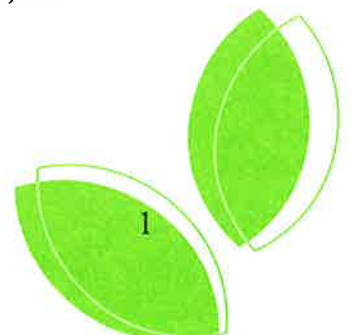
**Professional / Management Staff Resumes:** For professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual(s) areas of expertise and experience. Resumes must be provided in the following format, however additional information may be provided at the option of the proposer.

- **Name and Title: Donald Barretta, Manager of Waste Operations and Customer Relations**
- **Project Assignment: To work closely with the City of Novi transition team for a smooth seamless and efficient transition from your current subscription based system to GFL. This would include the complete set up of all services outlined in the Novi RFP-01042021 bid document. Provide the necessary service information to residents based on a transition timeline established by members of both transition teams.**

**Administer all aspects of the solid waste agreement between the City of Novi and GFL Environmental USA Inc (GFL) during the entire five year term and any extension period.**

- **Name of Company Working for: GFL Environmental USA Inc**
- **Years of Experience with:**
  - **This Company: sixteen years**
  - **With other similar Companies: twenty six years**

- **USA Waste / Waste Management, Clinton Township, MI**
- **City Management Corporation, Detroit, MI**
- **Efficient Sanitation, Clinton Township, MI**
- **Laidlaw Waste Systems, Farmington Hills, MI**
- **The Rubbish Company, Farmington Hills, MI**



➤ **Education:**

- **Degrees: yes**
- **U.S. Army Security Agency, Fort Devons MA  
Communications**
- **Macomb Community College, Warren, MI  
Business & Marketing, two years**
- **Osborne High School, Detroit, MI  
General Curriculum – Graduated**

➤ **Personal References: Edwin Hoover, Greg Rassel and Tom Trice**

➤ **Other Relevant Experience and Qualifications:**

- Manage all daily aspects of residential solid waste operations, household trash, recycling, yard waste and bulky waste, commercial front load or rear load service and industrial/institutional roll off service
- Hired, trained and directed the development of new hires
- Facilitate health and safety meetings
- Organized division training
- Enacted policies and procedures
- Administered disciplinary action and terminations
- Managed research and development
- Responsible for operational data and statistics
- Reviewed daily, weekly and monthly productivity statistics
- Managed Human Resources including; employee payroll, benefits (hourly), incentive pay programs and Employee Assistance Programs
- Acted as Environmental Compliance Coordinator
- Equipment evaluation & purchasing and repair & maintenance
- Handled accident and injury investigation
- Provided training for all supervisors and managers
- Dispatch and scheduling
- Secured municipal contracts
- Advised and assisted sales staff in special waste
- Receivables and associated legal matters
- Prepare and maintain annual budgets. Prepare and review weekly / monthly projections

➤ **RELATED COURSES**

↓ Asbestos

- 🚧 Facilitator
- 🚧 Environmental Compliance
- 🚧 Environmental Awareness
- 🚧 Clean Air Act
- 🚧 Clean Water Act
- 🚧 Defensive Driving
- 🚧 Personal Protective Equipment
- 🚧 U.S.D.O.T.
- 🚧 MI OHSA
- 🚧 Computer and information
- 🚧 Compliance Management Systems
- 🚧 Affirmative Action

## **SUMMARY**

Providing over forty two (42) years' experience and a comprehensive background in all phases of the collection, transportation, disposal and or processing of residential household solid waste, recycling, yard waste and bulky waste services, commercial front load or rear load service and industrial/institutional roll off service. Honest, dependable and aggressive manager able to research, analyze situations and resolve to a profitable conclusion. Also able to develop great rapport with others and promote teamwork.

I have also retained my CDL B license with air brake endorsement so I can personally test drive & evaluate new equipment, test drive & evaluate repaired or questionable equipment and participate in the training of new employees and or the evaluation of existing employees. I will be glade to provide you with references at such time as you feel appropriate.



## **City of Novi**

### **RFP # 01042021 - Solid Waste Services**

**Due Date: Thursday, February 4, 2021**

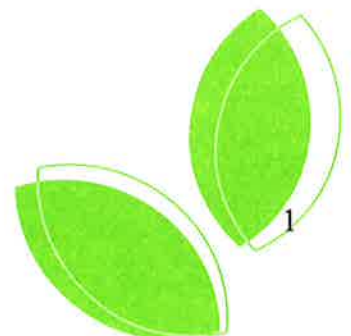
### **History of Solid Waste Management Experience**

The following individuals will have direct responsibility for administration and operations of the solid waste collection and disposal functions that are a part of the GFL Environmental USA Inc. (GFL) proposal.

**Lou Berardicurti:** Regional Vice President of GFL the largest provider of residential solid waste, recycling, yard waste and bulk waste services in Southeast Michigan. He has been involved in the solid waste, recycling and yard waste collection, transportation and disposal business for more than twenty five years and has help grow companies like GFL into one of the premier residential companies servicing sixty four municipalities. He has direct charge of all management and operational functions in GFL with direct supervisory responsibility for more than one thousand employees. Lou will have direct policy responsibility for the ongoing management of the five (5) year project and any extension period for the City of Allen Novi.

**Sam Caramagno:** District Manager for GFL Environmental USA Inc., Wayne/Canton Operating Center. Sam has the direct responsibility for all solid waste activities at our Wayne/Canton facility. Prior to joining GFL, he work with Waste Management for thirty two years as one of their District Managers where he developed extensive expertise in the collection of municipal, commercial and industrial solid waste, yard Waste and recycling collection services. Sam has managed solid waste collection operations in a number of municipalities in Wayne and Oakland counties for over thirty five years. He will be an essential component to our team that transitions the City of Novi to GFL.

**Donald Barretta:** Manager for GFL and has responsibility for waste collection projects. Prior to joining GFL he worked with RES, Waste Management and City Management Corporation for over thirty eight years where he developed extensive expertise with systems for collection of municipal solid waste products including residential solid waste, bulky waste, yard waste, and recycling systems. Don Barretta has managed the solid waste collection operations in a number of municipalities in Wayne, Oakland and Macomb Counties for a long *period* of time while employed by RES, Waste Management and City Management as one of their Division Managers. He also had been instrumental in the set up and transition of over one hundred and fifty municipal contracts. He will be assisting Sam Caramagno in transitioning the City of Novi to GFL.





## **CITY OF NOVI**

### **RFP # 01042021 – Residential Solid Waste Services**

#### **4.2.3 Collection Services Proposal – Summary Description**

➤ **Please see the documents listed below on the succeeding pages.**

- GFL Customer Service & Q-Alert Overview, 3 pages
- GFL Cart Management Program Overview, 2 pages
- Educational Program along with sample Newsletter / Service Information, 9 pages
- Collection Services Overview, 1 page
- Maintenance Overview, 1 page
- New Hire Procedures and Testing Requirements, 1 page
- Proposer Information and Company Background, 2 pages
- Unacceptable Waste / HHW Waste, 2 pages
- GFL Safety Manual, 9 pages







## **CITY OF NOVI**

### **RFP # 01042021 – Residential Solid Waste Services**

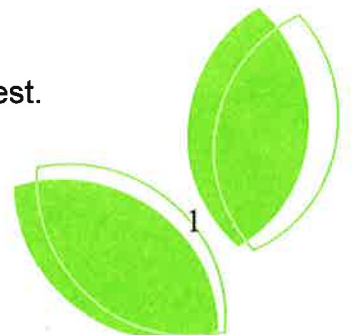
#### **GFL Environmental USA Inc Customer Service and Q-Alert Overview**

**Introduction:** GFL Environmental USA Inc (GFL) will be utilizing the Q-Alert Citizens Response Management (CRM) Service system, which is a fully-functional municipal CRM that is designed to quickly and accurately log complaints, concerns or inquiries via multiple methods, including telephone intake by GFL customer care representatives, direct input via portal and smart phone app, and Q-Alert Mobile responder tablet application for supervisors and appropriate personnel. Q-Alert is a hosted (web based) platform that allows complete workflow interaction between GFL employees and Novi representatives.

Per section 2.2 of the RFP, GFL will provide one (1) full-time customer service representative housed at a City facility for three (3) months at the beginning of the contract. Furthermore, GFL will continue to provide a “Dedicated and Specialized customer service representative for the City of Novi residents during the entire five (5) term of the agreement and any extension.

The Customer Service procedures are summarized below. All customer care representatives are trained on service requirements of the contract.

- Calls come into our Customer Care Center automated phone system queue at 844.464.3587 or via email from residents or township representatives.
- Customer Care reps receive call or email.
- Customer Care rep dispatches service request automatic alert ticket to route supervisor or schedules appropriate service.
- Route supervisor opens alert and addresses service issue.
- Route supervisor updates alert status of ticket
- Route supervisor closes ticket upon completion of the service request.



- Rout supervisor can update the City department supervisor or designated representative via phone/email daily to the status of any open issues and appropriate resolution taken.

### Reporting and Performance:

All concerns and requests for service are tracked from the moment they are received through completion. Complete performance reports, charts and graphs can be transmitted for oversight, utilizing multiple formats (PDF, CVS, etc), and transmitted as required. The Q-Alert CRM provides robust performance measurement reports including comparative analysis by week or month. GFL currently tracks all sanitation concerns and service requests, such as missed collection and cart requests, etc.

### Mobile Workforce Management:

Q-Alert is a mobile tablet based responder application ‘App’ that more efficiently and effectively deploys this unified work management system with GFL field supervisors, as well as City personnel who may respond to citizen requests throughout the year. Q-Alert Mobile replaces all the desktop functionality of the Q-Alert CRM, and places these tools into the hands of mobile workers in order to initiate, track and complete citizen requests in a more timely and accountable basis. This complete mobile solution eliminates unnecessary paperwork and lessens the burden on clerical workers, reducing workflow inefficiencies in the process. With Q-Alert Mobile, field personnel are able to;

- 1) Review submitted and location of data
- 2) Add comments and actions by typing or by voice-to-text
- 3) Take and upload images that are managed and stored in the system
- 4) Trigger updates to citizens if applicable
- 5) View complaints and service requests in real-time on GPS enabled mapping system
- 6) Prioritize and respond to quickly address issues.

All requested data and mapping is updated in real-time between Q-Alert and its connected Q-Alert database, and pushes status information back to requester.

### QNotify Broadcast Email System

The Q-Alert customer relations management system includes *QNotify*, where citizens can opt to provide GFL with their updated contact email and/or telephone number, using web portal, smartphone app, or telephone customer service. When their information is collected and updated in the QAlert CRM, citizens can receive broadcast alerts in real-

time as to service changes or issues that may delay services (weather, local emergencies, etc.), and also be alerted when services are restored.

Additionally with QNotify, the ability to provide citizens with the ability to sign up for local government notifications such as meeting cancellations or postponements, meeting and agenda postings, and other community events.

#### GFL Customers utilizing QAlert-to-QAlert integration

City of Southfield, Michigan

Contact: John Michrina, Deputy City Administrator  
(248) 796-5114 [jmichrina@cityofsouthfield.com](mailto:jmichrina@cityofsouthfield.com)

Charter Township of Plymouth, Michigan

Contact: Sarah Visel, Solid Waste and Public Service Coordinator  
(734) 414-1452 [svisel@plymouthtwp.org](mailto:svisel@plymouthtwp.org)



## **CITY OF NOVI**

### **RFP # 01042021 – Residential Solid Waste Services**

#### GFL Environmental USA Inc (GFL) Cart Management Program Overview

GFL is experienced with acquiring and distribution of wheeled carts of all sizes and configuration, recycling bins, front load and rear load metal containers and roll-off containers. Equipment and personnel to perform these functions are available and can be used on short notice to perform container distribution.

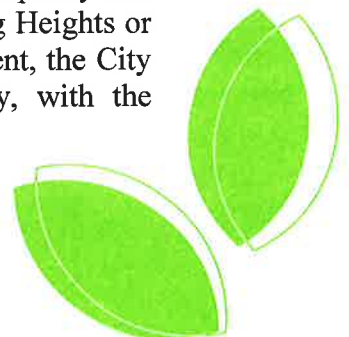
Upon your recommendation to award the solid waste contract to GFL we will initiate the process with Novi representatives to coordinate the selection of the appropriate carts based on the option the City chooses. We fully understand that we may need to provide and deliver separate carts for trash and recycling and that there are two different sizes.

Once the appropriate colors are selected, should the City decide to pick the colors, we will start the process to provide information to residents. All information will be approved by the City prior to mailing. Once the information is accumulated, we will place the order for the correct number of carts, along with an adequate inventory, from our manufacturer.

Each cart will meet all ANSI requirements, have the City logo, with City approval, on both sides of trash carts and the city log on one side of recycling carts along with “we recycle” logo on the opposite side. The recycling lid will have an IML label in full color applied to the hinged top provided by RRRSOC. Carts will also have an RFID tag installed and be identified by individual serial numbers.

Carts will be delivered to a central location in close proximity to the City for ease of delivery. Once we start to receive shipments from our manufacturer, carts will be assembled and delivered to each residence and the serial number(s) recorded based on a complete list of addresses provided by the City.

Carts for new homes will be available as they receive their certificate of occupancy and replacement carts will be distributed from either our central office in Sterling Heights or our operating center in Wayne. Upon completion of the initial cart deployment, the City will receive an electric list of all City addresses, provided by the City, with the appropriate serial numbers for each cart delivered.



### **Cart Maintenance Process:**

- All cart maintenance requests come into our Customer Service Center automated phone queue at 844.464.3887 or by via email from residents or City representatives once the initial cart distribution is completed.
- Customer Service Rep receives call or email and records all pertinent cart information, examples;
  - Repair to lid or wheels
  - Cart cracked
  - Type and/or size of cart that needs to be replaced
  - Deliver to new home, C of O issued
  - Pick up cart(s), demolition
- Cart service request generated and sent to Cart Management Department for appropriate action. Supervisor dispatches cart service technician to make necessary repairs or replace cart.
- For on-site repairs, the repairs are made and the service ticket closed. Once completed the supervisor is notified.
- For repairs that can't be completed on site, the cart is removed and a replacement provided. Damages carts are returned to our staging area and repaired if possible. If we are unable to complete the repair(s), the resident will be notified that the replacement is theirs to keep as a courtesy and that there is no additional charge.

Carts that are damaged due to the negligence of GFL are also replaced as a courtesy. All cart repairs and or replacements need to be completed within seven working days, or less, from the original request.

- Cart Management supervisor reviews all cart service request and makes sure they are competed and closed properly.
- Return call to residents are completed at this time if one is required.

All cart issues and service requests are tracked from the moment they are received through completion.



## **CITY OF NOVI**

### **RFP # 01042021 – Residential Solid Waste Services**

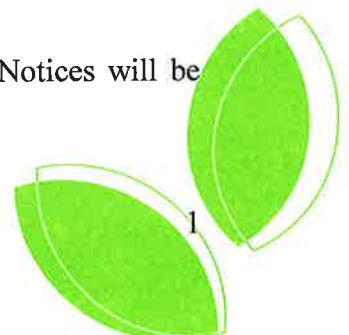
#### **Educational Programs**

On occasion throughout the duration of the contract period, it will be necessary to communicate with the residents of Novi for purposes of;

- 🗑️ Changes in Collection Routes
- 🗑️ Yard Waste Collection Schedules
- 🗑️ Holiday Notices
- 🗑️ Recycling Bulletins
- 🗑️ Initiation of New Programs
- 🗑️ Changes in Regulatory Requirements
- 🗑️ How to Procedures
  - ❖ Preparation of Waste for Collection
  - ❖ Proper Containment Practices
  - ❖ Size and Weight Restrictions
  - ❖ Cart Information
- 🗑️ Storm Damage Cleanup Schedules
- 🗑️ Communication Procedures

In order to meet the standards for proper communication with the public, the following techniques may be used:

- Television Cable Bulletins - As bulletins are issued, each will be placed on the City Community Services Section of the local cable television.
- Posting of Bulletins in the City Offices - Waste Collection Notices will be posted on the Community Bulletin Board in the City Offices.



- Personal Presentations - Presentations to Service Clubs, Churches, Schools and City Meetings. The administrative staff of GFL will be prepared to address local community service organizations, church groups, school assemblies, at their request, about waste related programs of procedures.
- Newsletters to Novi Residents - GFL, in concert with the administrative staff of Novi, will distribute periodic newsletter releases to the residents of the City. The newsletter will be distributed as required in the bid document.
- Customer Care Center - GFL will operate a Customer Care Center that will be available to residents of Novi for the purpose of addressing specific questions that arise on a daily basis. Residents may communicate by telephone and obtain immediate general information, or, obtain a very timely reply to an unusual or abnormal occurrence.
- Local Newspapers - Service information can also be distributed to residents through local new publications.
- GFL Website will also be an essential part of our Educational Program for Novi residents.

For your convenience, we have attached a couple of informational flyers/newsletters as a guide to customize a program for the City of Novi.

- 1) Newsletter
- 2) Guidelines for Cart Placement examples



# Solid Waste & Recycling Program Update

Dear White Lake Township Resident:  
As you may be aware, White Lake Township has extended the Solid Waste contract with GFL for the next five years. The new contract runs from January 1, 2021 through December 31, 2025. As a result of this, residents will now have the option to purchase 65-gallon recycling carts in addition to still being able to purchase additional 95-gallon trash carts directly from GFL. See pricing below. This will continue to be an enhancement to our existing solid waste program which will include recycling service, yard waste processing, and bulky waste collection. To assist you during this transition period, we have made available pertinent information that outlines all of the services you presently have and new enhancements that will improve the entire solid waste program. Please keep this information in a convenient location.

## WINTER 2021

### Service Days

Please be aware that your current collection day has not changed. GFL will continue to collect your household solid waste, yard waste, large bulky waste, and recyclables on the same day you are presently receiving service.

If you should have any questions or need additional information, please contact our Customer Care Center at **844.464.3587** Monday through Friday from 7:00 am to 5:00 pm.

All items for pickup (including trash, recycling, bulk waste, and yard waste) must be out by 7:00 am.

## Household Solid Waste Cart Program

New homes will receive one 95-gallon trash cart and one 18-gallon recycling bin once they receive their certificate of occupancy. Upon notification, GFL will deliver both to each new home.

Homeowners that generate more trash than can fit in one 95-gallon cart, may purchase additional carts directly from GFL. New this year, residents may now purchase a 65-gallon recycling cart for \$65.

### Cart/Bin Costs

95-gallon trash cart	\$75.00
65-gallon trash cart	\$65.00
18-gallon recycling bin	\$14.00
65-gallon recycling cart	\$65.00

Please keep in mind that by request to the Township, GFL will provide a 65-gallon trash cart in lieu of the 95-gallon cart to any new participating senior citizens 62 years of age or older.

Please place household solid waste and recycling out by 7:00 am. To provide a safe environment in every neighborhood, please remove containers within 12 hours of pick up and store accordingly in a garage or behind your residence or garage. Carts should not be stored in front of or along the side of your place of residence. To eliminate spillage and possible injury, please do not overload containers. Weight limit on 96-gallon trash carts should not exceed two hundred and twenty-five pounds.



*Note: To help keep your new cart in a clean and sanitary condition, household waste should be placed in plastic bags prior to placing in your cart.*



## What can I put in my recycle bin or cart?

- Plastics – containers with codes 1 through 7
- Clear glass, (no broken glass/panes or drinking glasses). Please remove all plastic and metal lids
- Metal including cans, pots, pans, etc.
- Paper, newspaper, phone books, magazines and brown paper bags
- Cardboard – cut into 2'x 2' pieces and tied in bundles.
- Paper board and box board (i.e. cereal, tissue, shoe box) - flattened and stuffed in biggest box or bundled.
- Clean pizza boxes.
- Aseptic paper milk or juice cartons, no wax cartons

## What isn't recyclable?

- Packing materials
- Garbage
- Propane Tanks
- Paint cans
- Medical Waste
- Flammable liquids
- Household cleaners
- Dry or liquid chemicals
- Wood items
- Batteries
- Plastic Bags
- No waxed cardboard

# Enhanced Recycling Program

In an effort to enhance the existing recycling program, GFL has partnered with White Lake Township to make 65-gallon wheeled recycling carts available to interested residents. This is a voluntary program and there is a \$65.00 charge to upgrade to the 65-gallon recycling cart.

Residents that want to participate in the Enhanced Recycling Program can contact GFL directly at **844.464.3587**. Upon request by a resident that they would like a large wheeled recycling cart, the cart will be assembled and delivered within 1 week once payment has been received.

Residents that choose not to receive a large wheeled recycling cart can continue to use their 18-gallon recycling bin. Replacement carts are available for \$65.00 each, recycle bins are also available for \$14.00 each.

Note: Once a resident takes possession of a 65-gallon recycling cart it is their responsibility to keep it clean, safe and in serviceable condition. Residents that misplace, remove carts/bins from their property, other than through the negligence of GFL, will be required to pay to have a second recycling cart delivered.

## You can still use your 18-gallon recycle bin.



## How to Recycle

All items may be mingled together. Material must be clean and uncontaminated. Dirty, improperly prepared or unacceptable materials cannot be collected. The cart/bin must be out for pickup by 7:00 am on your regular collection day. Additional containers are available for purchase from GFL.

## Medical Sharps

Self-administering of doctor prescribed medication at home sometimes leaves the homeowner with a disposal issue if the treatment requires the use of syringes with disposable needles or lancets (commonly referred to as medical sharps). Please check with your doctor, pharmacy, or hospital prior to using any medical sharps for their safe disposal.

If you dispose of medical sharps with your household trash, please place them in a puncture proof container (such as a coffee can or heavy duty detergent container), secure the lid or cap and label "Medical Sharps."

Note: Please keep in mind that Medical Sharps are not recyclable and should not be placed in your recycling cart.



## Bulky Waste—Appliances & Furniture

The collection of large bulky waste, such as appliances and furniture, will continue to be part of your solid waste program. You may set out large bulky items on your regular scheduled service day of collection.

Please place large bulky items out separate from other products for collection by 7:00 am. Large items may include: washers, dryers, freezers, refrigerators, air conditioners, hot water tanks, stoves, microwaves, couches, chairs, tables, dressers and other large items.

*FYI: Doors and racks must be removed from refrigerators and freezers prior to setting out for collection. GFL will be responsible to make sure freon is extracted according to current environmental standards.*

# Yard Waste

Yard waste collection will continue to be part of our solid waste program. We will be collecting yard waste on your regular scheduled service day. Yard waste will be collected in a separate truck starting **April 1st of each year and running through the first full week of December**. Please have your yard waste set out for collection by 7:00 am and placed separate from your household solid waste, recycling and bulky waste.

Yard waste includes: Garden waste, leaves, lawn

cuttings, shrubs & tree trimmings/pruning waste. Yard waste will be collected in up to 32-35 gallon plastic or metal containers marked "yard waste" and/or Kraft, yard waste, paper bags. Weight restrictions on containers is 35 pounds, this includes container and contents.

FYI: Brush and tree limbs larger than 2 inches in diameter and bundled will be collected with the trash. Bundles should not exceed 4 feet in length, 18 inches in diameter and 35 pounds in weight. Please tie with heavy twine or rope.

## Not considered yard waste:

- Dirt
- Sod
- Large Stumps
- Sand
- Gravel
- Animal Feces
- Dead Animals

# Unacceptable Hazardous Items & Annual Household Hazardous Waste Day

We cannot accept any hazardous chemicals that the USEPA considers dangerous and that can catch fire, react or explode when mixed with other substances or if it is corrosive or toxic during the normal weekly collection schedule. This may include: Ammunition, antifreeze, fire extinguishers, gasoline, lacquers, oils, or any other product labeled dangerous, flammable, combustible, poisonous or corrosive.

Disposal of hazardous chemicals with your regular household trash is strictly prohibited. Liquid, powder and/or granular substances, when placed in a plastic bag or carts, could catch fire, cause an explosion, burn or spray when it is compacted into our vehicles or mix with other products and cause serious injury and even fatalities. Please read all directions and precautions prior to use.

Whenever you need to discard containers and/or products

leftover, please read all warnings and dispose of according to the manufactures recommendations.

## The Next Annual Household Hazardous Waste Day is on Saturday, June 5, 2021.

An essential component of your solid waste program is the Household Hazardous Waste Day Event that is provided by White Lake Township and GFL Environmental USA Inc. The next Household Hazardous Waste Day Event will be held on Saturday, June 5, 2021 from 9 am until 1 pm in the White Lake Kohl's parking lot. These hazardous materials will be accepted at this event.

# Safety

**Porcelain Products:** Porcelain products can cause serious injury when broken and placed out for collection. If you do have a porcelain product, such as a toilet, sink or tub, and it is broken, please beware and take adequate precautions. Whenever possible, please tape cardboard over the sharp edges and mark accordingly.

**Broken Glass:** If you need to dispose of broken glass, please wrap in several layers of newspaper and mark "Broken Glass Enclosed." \*Please never place broken glass or other sharp objects in plastic bags.

**Travel Tips:** We all share the roadways we travel. Please be extremely careful when approaching one of our trucks, slow down and expect the unexpected. The safety of our employees, customers and the general public is of the utmost importance. We have a zero tolerance for unsafe acts by our employees. If you experience any difficulties, please contact our Customer Care Center at **844.464.3587**.

**Latex paint:** Latex paint can be disposed of with your regular household trash if dried or solidified as follows: If you only have a small amount of paint left, you can allow it to dry out. Find an area protected from children, pets and the weather but with adequate ventilation. Remove the lid and allow the paint to dry. This works well for small quantities, such as an inch or two. When the paint is thoroughly dry, the remaining hardened material can be placed in your solid waste container. Please leave the lid off so we can see the paint has hardened. For large quantities or partially full cans, mix in equal amounts of absorbent material such as sand, oil dry, or cat litter to solidify the paint prior to collection and disposal.

Please remember: Do not dump paint or any other type of hazardous chemicals on the ground, down a storm drain, or sanitary sewer where it can travel directly to surface and/or ground water or any waterway.

## In this issue:

- Charter Township of White Lake extends solid waste contract with GFL starting January 1, 2021. Including the option for residents to purchase and use larger wheeled trash and recycling carts.
- Current Program Continues: The new carts are entirely voluntary; garbage and recycling will still continue to be picked up in smaller cans and containers as they have been in the past.
- Household Hazardous Waste Event Continues.
- Yard Waste Collection Expanded
- GFL Holiday Schedule.

All of us at GFL are looking forward to continuing our valued relationship with the White Lake Township, and are excited to provide the option for residents to have larger trash and recycling carts. We hope that you find this information to be helpful in continuing a safe and efficient solid waste and recycling program. Should you have any questions or need additional information, please contact our Customer Care Center at **(844) 464-3587** Monday through Friday between 7:00 am and 5:00 pm. You can also visit our website at **GFLUSA.com**.

Thank you,  
GFL



26999 Central Park Blvd., Suite 200  
Southfield, MI 48076



## Holiday Schedule

GFL observes the following holidays:

<b><u>NEW YEARS DAY</u></b> January 1st	<b><u>MEMORIAL DAY</u></b> Last Monday in May	<b><u>INDEPENDENCE DAY</u></b> July 4th
<b><u>LABOR DAY</u></b> First Monday of September	<b><u>THANKSGIVING DAY</u></b> Fourth Thursday of November	<b><u>CHRISTMAS DAY</u></b> December 25th

Please remember that if a holiday falls on a weekday, your scheduled service day will be delayed by one day. Regular collection will resume the following week.

# Guidelines for Cart Placement

## YES

Place your container as shown below. The automated truck's robotic arm must be able to reach out to the canister and not touch any obstacles.



### FOR GRAVEL ROADS

Place carts off the lawn and onto the edge of the gravel road.  
Do not block driveway.



### FOR PAVED ROADS WITH NO CURB

Place carts off the pavement and onto the edge of the lawn.  
Do not block driveway.



### FOR PAVED ROADS WITH A CURB

Place carts on the pavement up next to, and touching, the curb.  
Do not block driveway.

## NO

Please DO NOT place your container behind any obstructions, such as cars, trees, posts, or in hard to reach areas - and never block a driveway.





## CART PLACEMENT GUIDELINES



Dear Dearborn Heights Resident,

Last fall, the City entered into an agreement with Green for Life (GFL) for residential rubbish collection. Along with this change, the City provided blue trash containers for automated collection.

**For clarification and despite any other previous directives:**

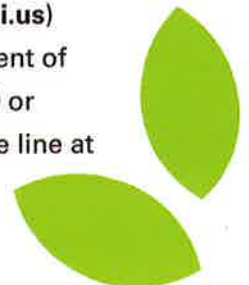
Carts must be placed between the sidewalk and the street no more than two feet away from the curb.

You may place them in the approach/apron of the driveway or on the grass in the easement/boulevard. The new garbage trucks have a mechanical arm that picks up and empties the containers. Therefore, make sure that the vertical clearance is at least 15 feet, so the truck can operate without any obstructions (such as a tree).

Thank you for working with us!  
GFL Team

**CARTS MUST BE PLACED  
BETWEEN THE SIDEWALK  
AND THE STREET NO  
MORE THAN TWO FEET  
AWAY FROM THE CURB.**

If you have any additional questions or concerns, you can visit the City's website ([www.ci.dearborn-heights.mi.us](http://www.ci.dearborn-heights.mi.us)) or you may call the Department of Public Works at **313-791-6000** or contact our Customer Service line at **844-464-3587**.





## **CITY OF NOVI**

### **RFP # 01042021 – Residential Solid Waste Services**

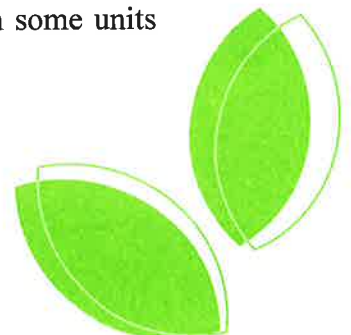
#### **Collection Services**

GFL Environmental USA Inc (GFL) will dispatch all services from our Wayne/Canton Operating Center located at 39000 Van Born Road, Wayne, Michigan. At the beginning of each workday the solid waste and yard waste trucks, along with recycling collection trucks will leave our staging area and proceed to the respective community and commence services for each assigned collection route for the particular day of the week. Prior to leaving the staging area, each driver is responsible to perform a pre-trip vehicle inspection to make sure their equipment meets or exceeds all MIDOT requirements.

Throughout the day a route superintendent will oversee the progress of the collection work. As each truck is loaded, the driver will move the waste material to the appropriate unloading point. Upon entry to the disposal or processing site, each driver will take the necessary steps to complete a load ticket for the particular type of material making sure that they identify the correct community the product came from. The above process will continue throughout the work day until all routes are completed. Communication will occur between the route supervisor, each collection crew and customer service throughout the day in order to facilitate the progress of the collection work, vehicle performance and to identify and address customer issues and or concerns that are related to the collection activity.

Our supervisor will coordinate all services with the City of Novi Department of Public Services Director, or their designated representative, on a daily bases as is required by the bid document. All complaints will be resolved as required and nonconforming containers and questionable set-outs tagged and reported.

At the end of each day, the collection vehicles will return to our staging area, fuel their trucks for the next day and perform a post-trip inspection to report any MIDOT repairs that need to be addressed. Post-trip inspections that require no repairs are turned into our operations center along with their daily dump tickets and productivity sheets. MIDOT post-trip inspections for vehicles that need repairs are forwarded to our maintenance department for corrective action. Vehicles are cleaned on a daily basis with some units being cleaned twice per week.





## **CITY OF NOVI**

### **RFP # 01042021 – Residential Solid Waste Services**

#### **Maintenance Overview for GFL Environmental USA Inc (GFL)**

GFL currently has a combined total of over 50,000 square feet of maintenance area along with 25 service bays operating out of two service locations, out of our four centers, to maintain our fleet of over six hundred (600) collection and auxiliary vehicles. Our maintenance department operates 24 hours a day, six days a week, and when weather conditions or unusual circumstances dictate, we have the capability to operate our sites on Sunday.

We pride ourselves on our service department and our FMCSA fleet safety scores and work very hard to maintain that level of attention our vehicles require. You won't see a dirty GFL truck, the entire fleet gets washed every week throughout the year to maintain a clean and presentable appearance as we travel throughout the communities we service and even the one's we don't. The appearance of our trucks is our best advertisement to become a valued GFL customer.

Preventative maintenance schedules are performed every 150 hours and includes a complete truck inspection which is documented and kept on file for every vehicle in our fleet. "A" PM schedules are done every 150 hours and "B" PM schedules are completed every 600 hours. Drivers perform daily pre and post trip truck inspections at the beginning and end of every shift in accordance to FMCSA standards and daily records are kept on those as well. If a defect is found on a drivers daily write up, that vehicle is repaired that night. We keep over \$500,000 worth of spare parts on hand at all times for our vehicles to keep down time to a minimum. This includes premium quality USA made brakes and suspension components, to pumps, cylinders, and hydraulic components, to springs and tires. We have everything needed to keep our fleet up and running when breakdowns occur and keep downtime to a minimum, unusually within forty five minutes or less.

We also have 4 fully stocked service trucks that are rolling every day to service our trucks in the street in the event of a breakdown. They are stocked with parts, welders, tires, and each truck is equipped with its very own hydraulic hose making machine. Having 4 service trucks allows us to be on site quickly in the event of a breakdown, usually within thirty minutes. In the event that a truck has to be towed we have 3 towing companies that work for us and cover the whole metro Detroit area. Between the three companies they have over 20 heavy wreckers to get a broken down vehicle cleared within the hour. Having an adequate supply of spare trucks allows us to quickly replace a vehicle that can't be repaired on the road and not delay the collection process.



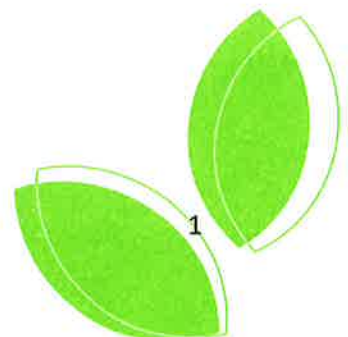


## **CITY OF NOVI**

### **RFP # 01042021 – Residential Solid Waste Services**

#### **GFL - New Hire Procedures and Testing Requirements**

- Applications reviewed by Hiring Manager
- Contact is made to prospective employee to schedule interview
- Interviews are held
- Offer position to qualified candidates
- Once position is accepted, schedule drug screening, new hire physical and MVR are scheduled
- Once results are received, contact prospective employee to complete new hire paperwork
- Hiring Manager and/Human Resources review paperwork and complete New Hire Orientation
- Obtain all necessary documents/paperwork and provide to Human Resources
- Hiring Managers completes New Hire Form indicating name, hire date, position and effective date
- Human Resources reviews paperwork for accuracy/completion and enters into payroll system
- Human Resources completes E Verify Process
- Throughout the year random drug and alcohol testing is required per the Federal and Michigan DOT regulations for safety sensitive positions.



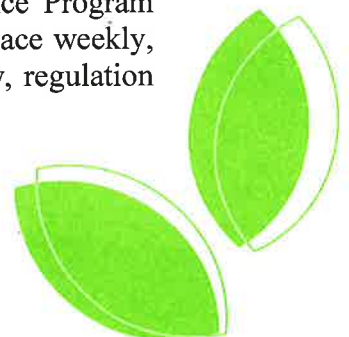




## **GFL ENVIRONMENTAL USA INC - (GFL)**

### PROPOSER INFORMATION AND COMPANY BACKGROUND

- Corporate Office, Staging and Maintenance Facility
  - GFL Environmental USA Inc  
26999 Central Park Blvd., Suite 200  
Southfield, Michigan 48076-4145
  - Customer Care Center  
Hours of Operation - 7:00 a m through 5:30 p m  
(844) 464.3587  
Fax number 586.795.3270  
[www.gflusa.com](http://www.gflusa.com)
- Staging and Maintenance Facility
  - GFL West Operating Facility  
39000 Van Born Rd.  
Wayne, Michigan 48184
- Commencement of work as requested by the City of Novi
  - GFL will have all the necessary resources to provide the City of Novi all the services requested and will be prepared to start servicing the City on July 1, 2021 if awarded the Solid Waste Collection Contract.
  - Highly trained, experienced and dedicated State of Michigan certified CDL licensed drivers
  - Highly trained, experienced and dedicated laborers
  - GFL has an extensive Safety, Environmental and Compliance Program that must be completed by every employee. Meetings take place weekly, monthly, and/or whenever there is a change in any code, law, regulation and/or standard.



- GFL currently has at its disposal a fleet of modern, high compaction front, rear, side loading, semi-automated, fully automated collection vehicles and claw trucks. We also maintain a fleet of auxiliary equipment for specialized services.
- All GFL equipment meets or exceeds MI DOT standards that include:
  - Annual DOT Inspections
  - Regularly scheduled maintenance as recommended by the manufacturer or DOT
  - Daily equipment inspections to eliminate down time and expensive repairs
  - Weekly cleaning of all equipment
  - Appropriate maintenance tracking and record keeping as required by DOT
- Highly trained, experienced and dedicated maintenance department and modern repair equipment.
- GFL has a very highly motivated, dedicated, and experienced operational team that has excelled in all areas of residential collection, transportation and disposal, transfer operations as well as commercial containerized and roll-off services.



## **CITY OF NOVI**

### **RFP # 01042021 – Residential Solid Waste Services**

#### **Unacceptable Waste / HHW and Medical Waste**

We cannot accept any liquid or hazardous chemicals during the normal collection schedule that the USEPA considers dangerous and that can catch fire, react or explode when mixed with other substances or if it is corrosive or toxic. This may include ammunition, antifreeze, fire extinguishers, gasoline, lacquers, oils, or any other product labeled dangerous, flammable, combustible, poisonous or corrosive. Please read all directions and precautions prior to use.

Disposal of liquid and/or hazardous chemicals with your regular household trash is prohibited. Liquid, powder and/or granular substances, when placed in a plastic bags or cans/carts, could catch fire, cause an explosion, burn or spray when it is compacted into our vehicles or mixed with other products and cause serious injury and even fatalities.

Whenever you need to discard containers or products leftover, please read all warnings and dispose of according to the manufactures recommendations.

#### **Accepted products**

- Medical sharps/needles, can be placed in a puncture proof container, such as a heavy duty detergent container or coffee can, and placed out with your regular household trash.
- Paints, small amounts of paint can be placed out for collection. Residents only need to do is solidify with sand or kitty litter and place out with your regular household trash.
- Car tires can be collected with your regular household trash provided they are cut into four equal quarters.
- Other unusual products may be accepted based on the type and quantity. Please contact our Customer Care Center at 844.464.3537 for assistance.



**Notification:**

When any of our collection personnel come across any HHW or Medical Waste set out, they immediately notify their respective supervisor and report the address and if there are any immediate health issues to residents or the general public.

Once identified, our supervisor will tag the unacceptable waste, secure the immediate area if there is a safety hazard, and notify the appropriate City representative. The City would then contact the resident or send out code enforcement for corrective action.

The unacceptable waste process above can be modified at any time during the contract period at the request of either the City of Novi representative(s) or GFL Environmental USA Inc.



# Safety Manual

The Safety Manual will discuss proper safety reporting and procedures for all GFL Departments.



## **Table of Contents**

GFL Policy Letter

GFL Orientation for New Hires

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Vehicle Inspections

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## **GFL POLICY LETTER**

The purpose of this policy is to develop a high standard of safety throughout all operations of GFL.

We believe that each employee has the right to personal satisfaction from his/her job and the prevention of occupational injury or illness is of such consequence to this belief that it will be given top priority at all times.

It is our intention here at GFL to initiate and maintain complete accident prevention and safety training programs. Each individual from management to the working person is responsible for the safety and health of those persons in their charge and coworkers around them. By accepting mutual responsibility to operate safely, we will all contribute to the well-being of all personnel.

Sincerely,  
GFL



## **GFL Orientation for New Hires**

When arriving make sure you are ready for work once you are on the GFL property. It is your responsibility.

Proper work attire consisting of:

Work Boots – minimum of 6" high. Do not walk in with sandals, flip flops, tennis shoes or bare foot. You will be sent home.

Work pants – must be solid color (blue, black, gray or khaki) NO BASKETBALL SHORTS. Shirts must be worn.

No tank tops, torn sleeves or shirts with offense words or graphic designs. You will be provided with vest which must be worn at all times. This is for your safety.

Hats - GFL only

Some helpful tips on some work gear that will benefit you.

Backpack or duffle bag.

Change of clothes for rainy or cold days.

Water, Sport drinks.- important to stay hydrated

Lunch - light lunch and healthy snacks - space out.

## **Uniforms**

At time of hire, we enforce a strict uniform policy. All employees will be required to have work boots that are 6 inches from the bottom of the foot up to the ankle and tied tightly. Any employee that comes to work without proper uniform will be sent home. At the time of hire all new employees will be provided with 2 GFL reflective vests. They are required to have one on at all times during work. This will be the required uniform for the employee's first 30 days of employment.

When the employee hits the 30 day mark, they will be eligible for a GFL uniform kit. The kits are as follows:

Cintas – Charcoal, High Visibility work shirts and pants

GFL – High Visibility T-shirts. Do not cut sleeves off or alter shirts in any manner

If an employee comes in without the proper uniform, they will be provided vest and warned. If that same employee comes in again without the proper uniform, they will be sent home.

Some Helpful tips dealing with the elements.

Summers – on extreme hot days stay covered and do not remove your shirt/vest while in section. Be sure to stay hydrated

Avoid dark shirts, wear light colors.

Wear boxer briefs to avoid rashes and chaffing.

Bring a towel.

Wear hat

Winters – dress in layers

Face Mask or Ski Mask

Change of socks – keep feet dry





## Work Practices

Once you come in the building make sure you check in with the supervisors that are checking everyone in. They will direct you to your supervisor. To ensure, you are paid accordingly, make sure you punch in and out every day. Once you meet with your supervisor, grab a DVIR and make your way to your truck.

While walking out to your truck be cautious of your surroundings. Watch for truck traffic this is why reflective gear is important and must be worn. Once at truck perform a proper pre-trip inspection. You are the driver, you *are* responsible for the safety of that truck. A reminder the DVIR is a legal document and must be in the truck along with the DVIR from previous day.

### DO'S

- Make sure you have proper uniform
- Make sure you have license and medical card
- Watch where you step
- Watch for trucks
- Do a proper pre-trip-inspection
- Elmridge - always stop at the stop sign when leaving we share with a bus yard
- Never exceed 5 miles per hour when driving in the yard

### DON'T'S

- Come to work un-prepared
- Skip your pre-trip
- Pull truck up along building to get something

Once you leave the yard, you are required to obey all traffic laws-proper speed limits, proper signaling, wearing seat belts, not talking on the phone, proper following distance and obey all traffic signals. When you get to a section customer service is a top priority at GFL. You are required to service each resident, put cans upside down on grass and clean up any messes. You will be provided stickers in the case you need to leave something. You must mark why you are leaving stop and call your supervisors so they can check out.

While in the section make sure you obey all stop signs and speed limits, if you turn down a street that has a school and the school is letting in or out children, get off of that street immediately and come back at another time. Always stay focused and watch out for children playing in or around the streets and pedestrians at cross walks.



In our industry you are required to do a lot of backing. You are responsible for safe backing so build a communication with your loader on how you want him to back you up. If you are backing, your loader should be off the step and make sure traffic is clear and then wave you back. If you lose sight of your loader, DO NOT continue backing. STOP IMMEDIATELY and check where he is.

While working in section do not stand directly behind blade. When packing, materials can fly out of the hopper and cause injury.

While packer is in motion never stick hand in hopper.

Never speed with a loader on the back. While in section watch out for tree branches, mail boxes and parked cars-your loader may not see them. You are responsible for your loader and his safety-Never forget that.

Driver while you are working in the streets and cars are coming, pump your airbrakes so loader is aware cars are coming so he does not walk into oncoming traffic.

Loaders do not wear headphones and always stay alert.

At GFL we run several different types of equipment. If you have any questions or are unsure of something, please let supervisor know so they can show you or get a mechanic to show you. Do not leave the yard if you are unsure about something.

If you drive a one man truck and you are driving from right side, do not exceed 25mph or drive more than a mile. Be aware the blind spots change when you are driving from right side so take your time. If you are unsure if there is a parked car next to you get out and look to be certain.

When working on route do not exit truck when truck is in motion. Make sure truck is stopped and brake is engaged. Loaders do not jump off truck when in motion, this causes injuries.

Most common injuries for workers:

Back sprains: loaders if something is too heavy call driver out to assist. If extremely heavy, tag it.

Ankle Sprains

Shoulder Strains

Drivers, do not ever think that you are just a driver, you are required to help out the loader as well. Always report any/all accidents or injuries immediately to your supervisor.

A truck that is loaded handles and stops a lot differently than an empty truck. When you are loaded you require a much greater stopping distance so be sure to keep your distance and do not tailgate, you should keep at least 6 seconds distance from the car in front of you.



A loaded truck has a greater chance of a rollover. You must reduce speeds even greater when entering turns - remember a trash load is heavier, than recycling and compost is even heavier than trash – so be cautious of your load.

Weather plays a role as well. Your truck will slide when turning in rain and snow so take it slow and give yourself an even greater distance to stop – when working in section during fall wet leaves in the street are very slippery.

WHEN MAKING TURNS ALWAYS MAKE SURE YOUR LIFT AXLES ARE UP - YOUR TRUCK WILL HARD TO STEER AND YOU WILL CAUSE DAMAGE TO THE AXLES

We have several dump sites that we use including landfills, transfer stations, recycling centers, and compost sites. Always obey by their rules. Always obey the posted speed limits and stop signs, seat belt rules and no cell phones. You are surrounded by all heavy equipment and uneven ground so pay attention and follow the rules.

When at dumping site make sure you keep 8-12 feet spacing from the truck next to you, keep eyes open for people walking while backing up. Loaders always stay in the cab and watch out for others, do not just assume they see you.

Do not get close to Landfill Equipment and Operators

Once truck is empty clean off back seal and lower tailgate. Never walk under a raised tailgate.

Always keep wall to front of truck after dumping and are driving back to section. If not, this will cause damage to the cylinder.

ALWAYS KEEP TIPPERS UP - The only time they should be down is in the section.

When arriving at yard at end of the day –

MUST RE-FUEL TRUCK

Follow yard traffic flow to fuel pumps unless otherwise instructed

Make sure tippers are up.

Once fueled park truck in designated parking spot

Make sure cab is clean, do not leave anything on the dash board. Trucks are inspected nightly. Dispose of garbage and do not throw on the ground.

Perform post trip inspection

Keep blades clean, should shovel out daily-this is required for mechanical reasons

Drain air tanks/turn off disconnect (Never drain air tanks in the winter unless instructed to)

Turn in paperwork

Turn in DVR-this is required nightly to make sure any defects are fixed

WINTER

Plug your truck into block heaters

**\*ALWAYS\***

Always punch in

Always be in uniform

Always obey state and local laws

Always provide exceptional customer service

Always do a proper pre trip

Always practice safe backing

Always look out for safety of your loader

Always watch for children and pedestrians

Always use your signals

Always obey dump facility rules

Always clean your truck

Always drop your loader off at gate

Always complete paperwork

Always do proper post trip

Always perform job safely

Always go home to your family



## Vehicle Inspection

Always ensure you have all safety devices before leaving for route

### Engine Compartment:

- Leaks/Hoses/ All Belts
- Oil Level
- Coolant level
- Water pump/fun
- Air Compressor
- All fluids are safe operating range
- Power steering Fluid
- Alternator
- Check all wires and hoses make sure they are not cracked, dry rotted rubbing or exposed

### Body:

- Steering box/Hoses
- No More than 10 degrees of play or 2 inches on a 20 inch wheel
- Steering Linkage

### Front Suspension:

- Leaf Springs
- Shocks
- Mounts
- Check drag link for Castle nuts and cotter pin

### Front Brakes:

- Slack Adjuster
- Hose/Air Line
- Rim
- Hub oil seal
- 4/32 Inch Tread depth on front tires
- Lug Nuts
- No more than 1 inch of play where push rod attaches

### -Chamber

- Disc/Drums/Linings
- Tire

### -Side of Vehicle:

- Door/Mirror/Stop arm
- Battery/Box
- Exhaust System
- Fuel Tank
- Drive Shaft
- Frame

-DOT reflective tape (Required on all three sides of the vehicle, rear and both sides, not required in the front.)

-Check frame for cracks wherever visible -Check frame cross members for loose or missing bolts

### Safety Check:

- Lights and reflectors working
- Clearance/Strobe
- Tail Lights and Turn Signals
- 4-way flashers and Brake Lights

### Test Parking Brake:

Stop the vehicle, put the parking brake on, and lightly push throttle while in gear to test that the parking brake will hold.

### Test Service Brake:

Wait for normal air pressure, release the parking brake, move vehicle forward slowly and apply brakes

Firmly press the brake pedal, watch air gauges to make sure there is no more than a 5 pound drop in air pressure, listen for air leaks.



## Accident Reporting Procedure

### PURPOSE

The purpose of this procedure is to ensure the consistent, timely reporting of vehicle accidents. It covers the reporting of every vehicle accident involving injury or damage to company vehicle. It applies to all GFL employees.

Anyone involved in a vehicle accident must report it immediately to supervisor.

Never assume that someone else will follow through with reporting procedures. Do not admit liability for anything that happened. The accident will be investigated by the police, GFL supervisor and the Safety Manager.

The supervisor, driver and/or Safety Manager should be sure the following things are completed.

Obtain the names, addresses and phone number of any possible witnesses. Gather statements from the witnesses.

Take pictures to include clear pictures of any and all damage caused, all sides of the vehicle (front, back and both sides), picture of the vehicle's license plate and surrounding area.

Supervisor will notify Safety Manager and send appropriate communication.

Supervisor will determine if a drug screen/breath alcohol testing is required and arrange for testing if needed.

Testing must be completed within two hours per DOT regulations.

Supervisor will complete necessary reports and submit to a designated GFL Email address.

Injury Reporting Procedure

## Injury Reporting Procedure

### PURPOSE

The purpose of this procedure is to ensure that all injuries are reported in a timely matter.

Notify supervisor immediately.

Supervisor will notify Safety Manager

If an employee is having a medical emergency, contact 911 immediately

If injury is non-life threatening, employee will arrange for transportation to Concentra clinic for injury treatment.

Employee will receive a non-regulated drug test. Only exception is medical only injuries.

Employee must report to site after clinic visit with appropriate paperwork.

Employees MUST be treated by our clinic, they cannot report to own doctor for work-related injuries.

Supervisor will complete necessary reports and submit to a designated GFL Email address.

**Failure to report will result in disciplinary action up to and including termination.**

**CITY OF NOVI**

**RFP # 01042021 – Residential Solid Waste Services**

**Appendix D: Equipment Forms C**

- **Please see the following two documents on the succeeding three pages following Form F.**
- Novi Equipment Form, pages D-5 and D-6
  - Response to Statements 2, 3 and 4, Bottom of page D-6, 2 pages
  - Manufacturer’s Letter Signed, 1 page
  - Contractor’s Equipment List, 2 pages
  - Maintenance Overview, 1 page



**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

**Appendix D: Technical Proposal Form C**

**Equipment**

No vehicle used in servicing this Contract shall be more than four (4) years old as of October 1, 2021, or the date service commences under the Contract, whichever comes first. Any vehicle reaching ten (10) years of age during the term of this Contract shall be taken out of service for purposes of the Contract's services in compliance with the Contract so that at all times no vehicle older than ten years operates on the City's streets.

- Using the template below as a guide, list the vehicle information for each service category indicating how many front-line route trucks will be used each week. *This is not to reflect an equipment list of all of the equipment available on Contractor's facility.*

Indicate the number of each model and make listed; if they are currently owned; if onsite at the hauler's location; the License number's and any company vehicle id #; and the date of delivery if not currently owned or onsite. The information provided on this form demonstrates Contractor's qualifications and ability to perform the required services by having sufficient vehicle inventory. Demonstration of inventory can be established by current ownership of the vehicles with license # or vehicle id#; or, when vehicles are to be purchased, by attaching to the completed form documentation signed by the manufacturer or dealer demonstrating Contractor's option to buy if awarded the contract and promised delivery date for the vehicles identified on the form. Under each category of vehicle, list the Spare unit(s) available (see 3, below).

*Residential Curbside Collection*

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date
Residential TRASH FRONT LOAD.	2020 MACK LRU	2020 Hult odyssey	NO	NO	APRIL 1, 2021

NOTE: GFL CARRIES A 15% SPARE RATIO.

*Residential Recycling*

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date
Residential RCL FRONT LOAD	2020 MACK LRU	2020 Hult odyssey.	NO	NO	APRIL 1, 2021

NOTE: GFL CARRIES A 15% SPARE RATIO.

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

*Residential Yard Waste*

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date
YARD WASTE REAR LOAD	2019 Freightliner M2-106	2019 Heit DP5000	YES	YES	N/A

NOTE: GFL CARRIES A 15% SPARE RATIO

*Residential Bulk Collection*

Service Type	Chassis Make/Model/Yr	Body Make Model/Yr	Now Owned	Now On-Site	Anticipated Delivery Date
Bulk Collection Dump Body	2018 Ford F-550	2018-18 Foot MORGAN FLOTROL	YES	YES	N/A

NOTE: GFL CARRIES A 15% SPARE RATIO

2. State Contractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedules for preventative maintenance. Specify any services subcontracted and to whom.
3. State arrangement and schedule for vehicle repair. List number and types of standby collection vehicles, if any, Contractor could temporarily provide in the event of a major vehicle malfunction or repair.
4. List Contractor's procedures to be used to deal with equipment breakdowns. Describe for pre-route breakdowns and on-route breakdowns. Use additional pages or attachments if necessary.

\*NOTE: See Succeeding 3 pages →



## **City Of Novi RFP**

### **Statement #2**

Vehicles are inspected every day Pre and Post Trip as required by FMCSA and DOT Law. This is Documented Daily and Kept on record for no less than 90 days per the law.

Preventative Maintenance Schedules are as Follows. A PM Service, Every 150 Hours. B PM Service, Every 600 Hours. C PM Service, Every 6 months. D PM Service and Federal DOT Certificate, Annually.

A PM: Full Inspection, Chassis and Body Lubrication

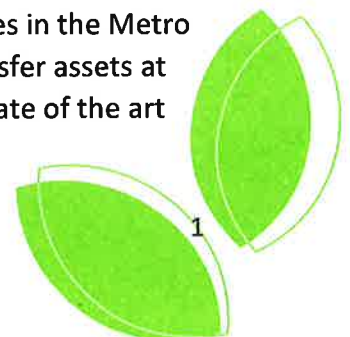
B PM: Full Inspection, Chassis and Body Lubrication, Oil, Oil Filter, Fuel Filter, Air Filter Change

C PM: Full Inspection, Chassis and Body Lubrication, Transmission Filter and Hydraulic Service

D PM: Full Inspection, Chassis and Body Lubrication, Transmission Filter and Hydraulic Service, Check Rear End Lubricant, Change as needed, Annual DOT Certificate

### **Statement #3**

For Novi, the trucks will be located at our Northville Site. The site is equipped with a full time garage and maintenance staff. Major and Minor repairs are completed here in this facility. Repairs are addressed same day. The Shop has Day and Night Shift Mechanics. If a repair cannot be completed that day, or the truck needs to be sent to a third party for repair, we have spare units available on site and throughout the Metro Detroit Area to step in and support. We pride ourselves in the amount of spare trucks we have. This allows us never to be short on equipment. This also allows us to not have to rely on out of state rental units that become scarce during certain times of the year. We have our own equipment at the ready. We also have the support of local dealers as well, including but not limited to, Interstate Mack, Wolverine Freightliner, Refuse Repair, Michigan Cat, Arrow Fleet Services, Metro Airport Truck. Along with the previously listed vendors and our own full time repair facility, our Wayne Maintenance facility is only 15 minutes away and can support our Northville fleet as well. This gives us a distinct advantage to be able to support this contract and our own fleet in the event of any breakdowns. Furthermore, GFL has over 600 residential collection vehicles in the Metro Detroit Area. Not only do we have a 15% spare ratio, we have the ability to transfer assets at any time to support any need that may arise. This is all managed through our state of the art



Fleet Management Software, Integrated GPS Software, and real time and daily reporting and record keeping.

**Statement #4**

In compliment with the items stated above, we have two fully stocked service trucks in the area for on route breakdowns, furthermore with spare trucks available, if a collection vehicle cannot be quickly repaired on route, we can bring out a spare to continue collection without interruption. For Pre-Route Breakdowns, the same applies with spare units, we also have mechanics on site in the morning and throughout the day at our yard to handle any pre route breakdowns. In the Metro Detroit Area Alone, we have nearly 100 men and women in our maintenance staff. From Licensed Technicians, Fleet Managers, Fleet Administrative Personnel, Preventative Maintenance Techs, Welders and Fabricators, Parts Managers and Road Call Mechanics.

**Residential Curbside Collection:**

2020 Mack LRU 2020 Heil Odyssey Will Be Owned Not Yet On Site Delivery 4-1-21

**Residential Recycling:**

2020 Mack LRU 2020 Heil Odyssey Will Be Owned Not Yet On Site Delivery 4-1-21

**Residential Yard Waste:**

2019 Freightliner M2-106 2019 Heil DP5000 25yd Owned On Site

**Residential Bulk Collection:**

2019 Freightliner M2-106 2019 Heil DP5000 25yd Owned On Site

OR/AND

2018 Ford F550 Stake Truck W/Liftgate 18ft body Owned On Site

# Bell

## Equipment Company

**Michigan Office:**  
78 Northpointe Drive  
Lake Orion, Michigan 48359  
Phone: (248) 370-0000  
Fax: (248) 370-0011

**Ohio Office:**  
1045 Taylor Rd.  
Gahanna, Ohio 43230  
Phone: (614) 655-0022  
Fax: (614) 655-0023

January 27, 2021

City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375

To Whom It May Concern,

As an honored supplier of refuse and recycling collection equipment to GFL Environmental USA, this letter is to state that we will have Heil Odyssey Residential Front Loaders available to GFL should they be awarded the pending RFP/contract.

If any additional information is needed, please do not hesitate to contact me.

Sincerely,



James Bell  
President – Bell Equipment Company



## **CITY OF NOVI**

### **RFP # 01042021 – Residential Solid Waste Services**

#### **Contractor's Equipment List**

#### **GFL - Refuse, Recycling, Yard Waste and Auxiliary Equipment for the City of Novi Solid Waste Program**

2018-2021 Ford F-450 Super Duty stake trucks with 3200 pound lift gates and full dump body unit.

2018-2021 Ford F-150 pick-up trucks for supervisors

2018-2021 Ford Sterling, 9500 series, Freightliner, M2 series, or Mack MR heavy duty trucks with 25-32 yard rear or side load Heil or Mc Neilus compaction units. These types of trucks will be used for household solid waste, standard collection, semi-automated or fully automated, and yard waste collection and transportation services.

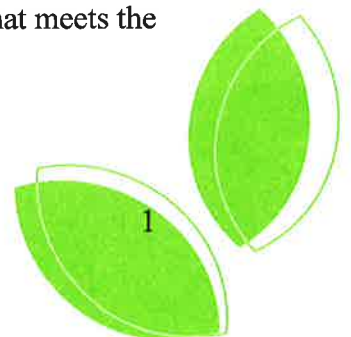
2018-2021 Mack MR or Freightliner M2 series will also be used for recycling collection and transportation. The compaction units will be manufactured by G S Products and have a capacity of 25-29 cubic yards.

2018-2021 Mack MR front load trucks, with 28-32 yard Heil compaction bodies, will be utilized to service all city facilities. We also have a large supply of front load containers to service all locations identified in the bid document<sup>8</sup>

2018-2021 Mack MR or Peterbilt 320 trucks will be utilized to provide any roll off service required at city facilities or for special projects. We also have a large supply of roll off containers available.

Number of units will vary based on the time of the year and separate product volumes.

**Note:** Upon your recommendation to award the solid waste contract to GFL Environmental USA Inc, we will acquire all new or like new equipment for the services outlined within the Novi bid document. If we have not received some or all of our equipment by the contract start date, we have the ability to lease equipment that meets the requirements set forth within the bid document.



Additional equipment will be purchased as needed throughout the term of the contract to augment our original purchase outlined above and to meet the requirements set forth in the bid document.

**Note: Please see the succeeding page for an overview of our maintenance department.**



## **CITY OF NOVI**

### **RFP # 01042021 – Residential Solid Waste Services**

#### **Maintenance Overview for GFL Environmental USA Inc (GFL)**

GFL currently has a combined total of over 50,000 square feet of maintenance area along with 25 service bays operating out of two service locations, out of our four centers, to maintain our fleet of over six hundred (600) collection and auxiliary vehicles. Our maintenance department operates 24 hours a day, six days a week, and when weather conditions or unusual circumstances dictate, we have the capability to operate our sites on Sunday.

We pride ourselves on our service department and our FMCSA fleet safety scores and work very hard to maintain that level of attention our vehicles require. You won't see a dirty GFL truck, the entire fleet gets washed every week throughout the year to maintain a clean and presentable appearance as we travel throughout the communities we service and even the one's we don't. The appearance of our trucks is our best advertisement to become a valued GFL customer.

Preventative maintenance schedules are performed every 150 hours and includes a complete truck inspection which is documented and kept on file for every vehicle in our fleet. "A" PM schedules are done every 150 hours and "B" PM schedules are completed every 600 hours. Drivers perform daily pre and post trip truck inspections at the beginning and end of every shift in accordance to FMCSA standards and daily records are kept on those as well. If a defect is found on a drivers daily write up, that vehicle is repaired that night. We keep over \$500,000 worth of spare parts on hand at all times for our vehicles to keep down time to a minimum. This includes premium quality USA made brakes and suspension components, to pumps, cylinders, and hydraulic components, to springs and tires. We have everything needed to keep our fleet up and running when breakdowns occur and keep downtime to a minimum, unusually within forty five minutes or less.

We also have 4 fully stocked service trucks that are rolling every day to service our trucks in the street in the event of a breakdown. They are stocked with parts, welders, tires, and each truck is equipped with its very own hydraulic hose making machine. Having 4 service trucks allows us to be on site quickly in the event of a breakdown, usually within thirty minutes. In the event that a truck has to be towed we have 3 towing companies that work for us and cover the whole metro Detroit area. Between the three companies they have over 20 heavy wreckers to get a broken down vehicle cleared within the hour. Having an adequate supply of spare trucks allows us to quickly replace a vehicle that can't be repaired on the road and not delay the collection process.



**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

**Appendix D: Technical Proposal Form D**

**Exceptions to RFP Specifications and Service Agreement**

Proposers are to prepare the Cost Proposal forms based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form.

In the event the Proposer takes exception to the RFP specifications, they may set forth those exceptions in the following manner.

- 1: The exceptions are to be presented on a paper whose pages are titled, "Form G: Exceptions to Agreement"
- 2: Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City of Novi, its customers or both, and the specific dollar change in each of the various service rates, as proposed by the Proposer in this RFP, that would take place if the exception was accepted by the City of Novi.
- 3: The exceptions must be followed with the following language without exception.

**"Except as set forth above, Proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Agreement. The Proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**

- 4: This form must be signed by an individual authorized to commit the Proposer's firm to the Agreement in the manner set forth below.

Signature: \_\_\_\_\_

Type Name: Lou Bernadicuti

Title: REGIONAL VICE PRESIDENT

Date: FEBRUARY 4, 2021

*Please note that if exceptions are taken, all required information, as set forth above must be submitted*  
"None"

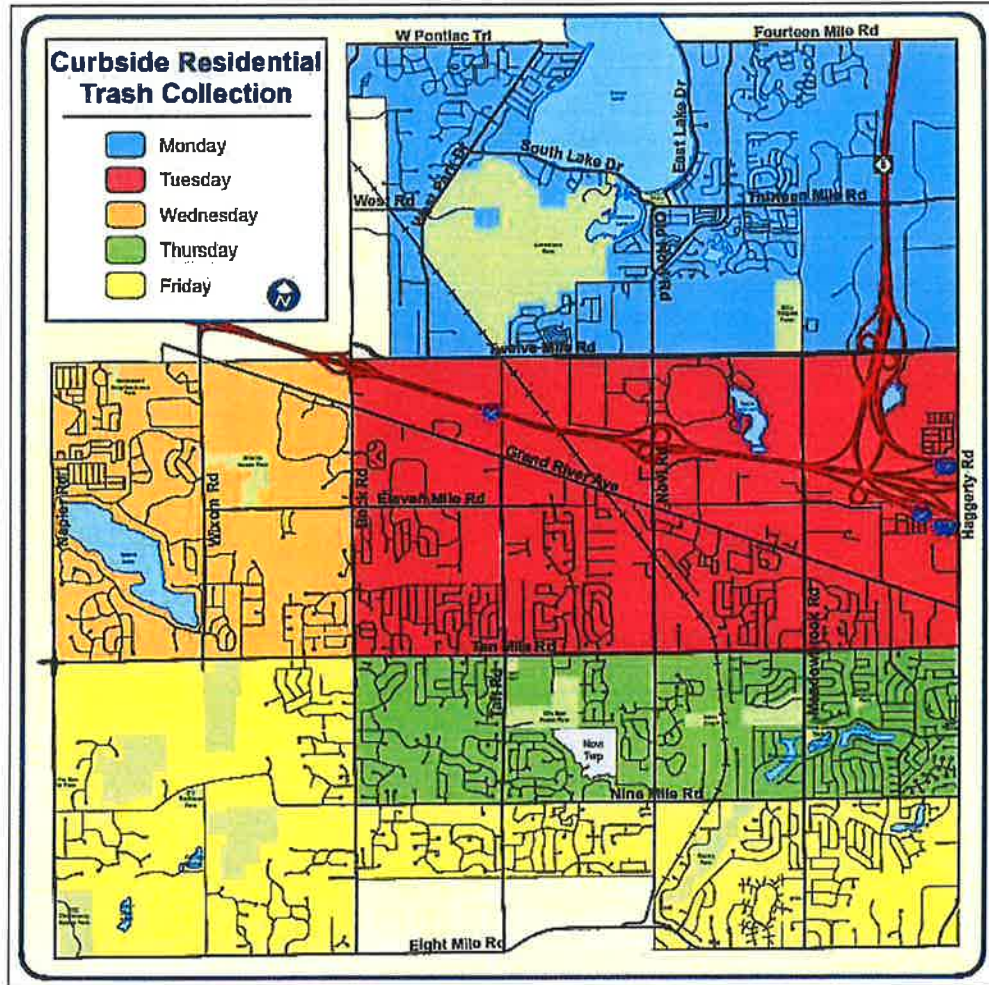




**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

**Appendix F**

**Current Collection Schedule**



	Homes	Condos	Total
<b>Monday</b>	2190	1840	4030
<b>Tuesday</b>	2866	298	3164
<b>Wednesday</b>	1669	304	1973
<b>Thursday</b>	3090	185	3275
<b>Friday</b>	2958	0	2958
	12773	2627	15400

January 2021  
Collection and Disposal of Solid Waste:  
Refuse, Recyclables, Yard Waste, and Other Services F-1

**CITY OF NOVI**

**RFP # 01042021 – Residential Waste and Recycling Services**

**4.2.6. Financial Qualifications**

- Please see the attached documents list below on the succeeding pages
  - Financial Statement September 30, 2020, 5 pages
  - Financial Statement December 31, 2018 & 2019, 5 pages
  - Financial Statement December 31, 2017 & 2016, 6 pages
  - Statement of Bidders Safety, Environmental and Judicial Record, 1 page



**GFL Environmental Inc.**

**Unaudited Interim Condensed  
Consolidated Financial Statements  
For the three and nine months ended September 30, 2020**

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**GFL Environmental Inc.**  
**Unaudited Interim Condensed Consolidated Statements of Operations and Comprehensive Loss**  
(In millions of dollars except per share amounts)

	Notes	Three months ended September 30,		Nine months ended September 30,	
		2020	2019	2020	2019
<b>Revenue</b>	12	\$ 1,036.0	\$ 898.0	\$ 2,960.6	\$ 2,450.3
<b>Expenses</b>					
Cost of sales		909.5	807.8	2,643.1	2,200.6
Selling, general and administrative expenses		104.4	91.8	363.6	255.7
Interest and other finance costs		94.9	130.9	459.7	381.8
Deferred purchase consideration		1.0	1.0	2.0	2.0
Loss (gain) on sale of property, plant and equipment		0.3	(0.5)	2.4	1.1
(Gain) loss on foreign exchange		(22.0)	10.2	75.6	(34.8)
Mark-to-market loss on Purchase Contracts	10	107.5	—	93.3	—
		<u>1,195.6</u>	<u>1,041.2</u>	<u>3,639.7</u>	<u>2,806.4</u>
Loss before income taxes		<u>(159.6)</u>	<u>(143.2)</u>	<u>(679.1)</u>	<u>(356.1)</u>
Current income tax expense		1.4	2.6	5.1	2.8
Deferred tax recovery		(46.3)	(35.9)	(176.0)	(87.6)
Income tax recovery		(44.9)	(33.3)	(170.9)	(84.8)
<b>Net loss</b>		<u>(114.7)</u>	<u>(109.9)</u>	<u>(508.2)</u>	<u>(271.3)</u>
<b>Items that may be subsequently reclassified to net loss</b>					
Currency translation adjustment		(37.1)	25.1	35.0	(59.1)
Fair value movements on cash flow hedges, net of tax		(12.0)	20.1	13.2	56.8
Other comprehensive (loss) income		(49.1)	45.2	48.2	(2.3)
<b>Total comprehensive loss</b>		<u>\$ (163.8)</u>	<u>\$ (64.7)</u>	<u>\$ (460.0)</u>	<u>\$ (273.6)</u>
<b>Loss per share</b>					
Basic	11	\$ (0.32)	\$ (0.61)	\$ (1.41)	\$ (1.50)
Diluted	11	<u>(0.32)</u>	<u>(0.61)</u>	<u>(1.41)</u>	<u>(1.50)</u>

The accompanying notes are an integral part of the unaudited interim condensed consolidated financial statements.

**GFL Environmental Inc.**  
**Unaudited Interim Condensed Consolidated Statements of Financial Position**  
(In millions of dollars)

	Notes	September 30, 2020	December 31, 2019
<b>Assets</b>			
Current assets			
Cash		\$ 1,817.2	\$ 574.8
Trade and other receivables, net of allowance		731.5	713.4
Prepaid expenses and other assets		147.2	132.1
		<u>2,695.9</u>	<u>1,420.3</u>
Non-current assets			
Property, plant, and equipment, net	4	3,258.6	2,850.1
Intangible assets, net	5	3,023.9	2,848.0
Other long-term assets	7	33.8	31.6
Goodwill	6	5,757.0	5,173.8
		<u>14,769.2</u>	<u>12,323.8</u>
<b>Liabilities</b>			
Current liabilities			
Accounts payable and accrued liabilities		747.5	732.0
Income taxes payable		13.3	2.9
Current portion of long-term debt	8	3.6	64.4
Current portion of lease obligations	9	39.7	33.2
Current portion of due to related party	18	15.7	7.0
Current portion of tangible equity units	10	62.0	—
Current portion of landfill closure and post-closure obligations	7	18.3	25.6
		<u>900.1</u>	<u>865.1</u>
Non-current liabilities			
Long-term debt	8	6,055.7	7,560.7
Lease obligations	9	145.7	158.9
Other long-term liabilities		10.0	12.4
Due to related party	18	30.8	14.0
Deferred income tax liabilities		690.7	733.8
Tangible equity units	10	1,036.9	—
Landfill closure and post-closure obligations	7	237.8	211.0
		<u>9,107.7</u>	<u>9,555.9</u>
<b>Shareholders' equity</b>			
Share capital	14	6,859.7	3,524.5
Contributed surplus	14	43.5	16.4
Deficit		(1,287.2)	(770.3)
Accumulated other comprehensive income (loss)		45.5	(2.7)
		<u>5,661.5</u>	<u>2,767.9</u>
		<u>\$ 14,769.2</u>	<u>\$ 12,323.8</u>

The accompanying notes are an integral part of the unaudited interim condensed consolidated financial statements.

**GFL Environmental Inc.**  
**Unaudited Interim Condensed Consolidated Statements of Changes in Shareholders' Equity**  
(In millions of dollars except per share amounts)

	Notes	Share capital - # of shares <sup>(1)</sup>	Share capital	Contributed surplus	Deficit	Accumulated other comprehensive income (loss)			Total shareholder equity
						Cash flow hedges, net of tax	Currency translation	Total	
<b>Balance, December 31, 2018</b>		177,893,748	\$ 3,470.4	\$ 2.0	\$ (318.7)	\$ (33.5)	\$ 72.4	\$ 38.9	\$ 3,192.6
Net loss and comprehensive loss		—	—	—	(271.3)	56.8	(59.1)	(2.3)	(273.6)
Return of capital		—	(1.6)	—	—	—	—	—	(1.6)
Share capital issued, net of cancelled shares		2,900,455	59.9	—	—	—	—	—	59.9
Share-based payments	14	—	—	10.9	—	—	—	—	10.9
<b>Balance, September 30, 2019</b>		<u>180,794,203</u>	<u>\$ 3,528.7</u>	<u>\$ 12.9</u>	<u>\$ (590.0)</u>	<u>\$ 23.3</u>	<u>\$ 13.3</u>	<u>\$ 36.6</u>	<u>\$ 2,988.2</u>
<b>Balance, December 31, 2019</b>		180,794,203	\$ 3,524.5	\$ 16.4	\$ (770.3)	\$ 27.6	\$ (30.4)	\$ (2.7)	\$ 2,767.9
Net loss and comprehensive loss		—	—	—	(508.2)	13.2	35.0	48.2	(460.0)
Return of capital		—	(0.8)	—	—	—	—	—	(0.8)
Dividends issued and paid		—	—	—	(8.7)	—	—	—	(8.7)
Share capital issued upon acquisition of subsidiary	3	3,092,118	78.4	—	—	—	—	—	78.4
Share capital issued, net of cancelled shares	14	142,478,008	3,303.1	—	—	—	—	—	3,303.1
Share issuance costs	14	—	(45.5)	—	—	—	—	—	(45.5)
Share-based payments	14	—	—	27.1	—	—	—	—	27.1
<b>Balance, September 30, 2020</b>		<u>326,364,329</u>	<u>\$ 6,859.7</u>	<u>\$ 43.5</u>	<u>\$ (1,287.2)</u>	<u>\$ 40.8</u>	<u>\$ 4.6</u>	<u>\$ 45.5</u>	<u>\$ 5,661.5</u>

(1) Number of shares have been retrospectively adjusted for share split completed in conjunction with the pre-capital closing changes implemented as part of our IPO.

The accompanying notes are an integral part of the unaudited interim condensed consolidated financial statements.

**GFL Environmental Inc.**  
**Unaudited Interim Condensed Consolidated Statements of Cash Flows**  
(In millions of dollars)

	Notes	Three months ended September 30,		Nine months ended September 30,	
		2020	2019	2020	2019
<b>Operating activities</b>					
Net loss		\$ (114.7)	\$ (109.9)	\$ (508.2)	\$ (271.3)
Adjustments for non-cash items					
Depreciation and amortization of property, plant and equipment	4	124.6	107.9	370.9	303.4
Amortization of intangible assets	5	109.3	86.4	319.5	247.4
Interest and other finance costs		94.9	130.9	459.7	381.8
Share based payments	14	7.2	3.6	27.1	10.9
(Gain) loss on unrealized foreign exchange on long-term debt and TEUs		(22.5)	13.0	82.3	(31.1)
Loss (gain) on sale of property, plant and equipment		0.3	(0.5)	2.4	1.1
Mark-to-market loss on Purchase Contracts	10	107.5	—	93.3	—
Mark-to-market (gain) loss on fuel hedges		—	0.6	1.8	0.9
Current income tax expense		1.4	2.6	5.1	2.8
Deferred tax recovery		(46.3)	(35.9)	(176.0)	(87.6)
Interest paid in cash, net		(36.3)	(62.8)	(280.9)	(226.9)
Income taxes refund received (paid) in cash, net		9.3	(2.2)	5.3	(4.1)
Changes in non-cash working capital items	15	31.1	(48.1)	(51.4)	(202.2)
Landfill closure and post-closure expenditures	7	(9.1)	(3.9)	(12.2)	(7.1)
		<u>256.7</u>	<u>81.7</u>	<u>338.7</u>	<u>118.0</u>
<b>Investing activities</b>					
Proceeds on sale of property, plant and equipment		6.1	3.8	10.5	19.1
Purchase of property, plant and equipment and intangible assets		(85.7)	(107.1)	(305.7)	(313.9)
Business acquisitions, net of cash acquired	3	(26.2)	(448.5)	(1,164.5)	(635.8)
		<u>(105.8)</u>	<u>(551.8)</u>	<u>(1,459.7)</u>	<u>(930.6)</u>
<b>Financing activities</b>					
Repayment of lease obligations		(12.7)	(9.7)	(60.1)	(43.2)
Issuance of long-term debt		1,030.9	416.6	2,631.8	1,441.5
Repayment of long-term debt		(29.7)	(140.4)	(4,427.5)	(575.7)
Payment of contingent purchase consideration	3	(11.4)	—	(11.4)	—
Issuance of share capital, net of issuance costs		—	—	3,257.6	—
Issuance of TEUs, net of issuance costs	10	—	—	1,006.9	—
Repayment of Amortizing Notes		(13.6)	—	(29.4)	—
Dividends issued and paid		(8.7)	—	(8.7)	—
Return of capital		—	(0.8)	(0.8)	(1.6)
Payment of financing costs		(9.2)	—	(19.7)	(11.7)
Issuance of loan from related party	18	—	—	29.0	—
Repayment of loan to related party		(3.5)	(3.5)	(3.5)	(7.0)
Cheques issued in excess of cash on hand		—	2.2	—	2.2
		<u>942.1</u>	<u>264.4</u>	<u>2,364.2</u>	<u>804.5</u>
Increase (decrease) in cash		1,093.0	(205.7)	1,243.2	(8.1)
Changes due to foreign exchange revaluation of cash		0.3	(3.6)	(0.8)	0.7
Cash, beginning of period		723.9	209.3	574.8	7.4
<b>Cash, end of period</b>		<u>\$ 1,817.2</u>	<u>\$ —</u>	<u>\$ 1,817.2</u>	<u>\$ —</u>

The accompanying notes are an integral part of the unaudited interim condensed consolidated financial statements.

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the shareholders and the Board of Directors of GFL Environmental Holdings Inc.

**Opinion on the Financial Statements**

We have audited the accompanying consolidated statements of financial position of GFL Environmental Holdings Inc. (new) and subsidiaries ("Successor") as of December 31, 2019 and 2018, the related consolidated statements of operations and comprehensive loss, changes in shareholders' equity and cash flows for the year ended December 31, 2019 and the period from June 1, 2018 to December 31, 2018 (Successor), and the related notes, and we have also audited the related consolidated statements of operations and comprehensive loss, changes in shareholders' equity and cash flows of GFL Environmental Holdings Inc. (old) and subsidiaries ("Predecessor") for the period from January 1, 2018 to May 31, 2018 and the year ended December 31, 2017 (Predecessor), and the related notes (collectively referred to as the "financial statements", Successor and Predecessor collectively referred to as the "Company"). In our opinion, the financial statements present fairly, in all material respects, the financial position of GFL Environmental Holdings Inc. (new) and subsidiaries as of December 31, 2019 and 2018 (Successor), and its financial performance and its cash flows for the year ended December 31, 2019 and for the period from June 1, 2018 to December 31, 2018 (Successor) and the financial performance and cash flows of GFL Environmental Holdings Inc. (old) and subsidiaries for the period from January 1, 2018 to May 31, 2018 and the year ended December 31, 2017 (Predecessor), in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

**Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte LLP

Chartered Professional Accountants

Licensed Public Accountants

Toronto, Canada

February 17, 2020

We have served as the Company's auditor since 2009.



GFL Environmental Holdings Inc.

Consolidated statements of operations and comprehensive loss

Year ended December 31, 2019, periods ended December 31, 2018 and May 31, 2018, and year ended December 31, 2017

(In thousands of Canadian dollars except per share amounts)

	Notes	Successor		Predecessor	
		December 31, 2019 (365 days) \$	December 31, 2018 (214 days) \$	May 31, 2018 (151 days) \$	December 31, 2017 (365 days) \$
<b>Revenue</b>	14	<b>3,346,851</b>	1,224,797	627,794	1,333,067
<b>Expenses</b>					
Cost of sales		3,073,100	1,152,326	551,165	1,145,066
Selling, general and administrative expenses		396,503	217,696	126,467	157,090
Interest and other finance costs		532,220	242,205	127,436	212,683
Deferred purchase consideration	5	2,000	1,000	1,000	2,000
Loss (gain) on sale of property, plant and equipment		1,188	4,714	(82)	2,802
(Gain) loss on foreign exchange		(48,939)	39,592	16,564	(27,214)
Other income	21	—	(75)	(3,165)	(19,403)
	22	3,956,072	1,657,458	819,385	1,473,024
Loss before income taxes		(609,221)	(432,661)	(191,591)	(139,957)
Current income tax expense		3,073	1,268	1,806	590
Deferred tax recovery		(160,641)	(115,266)	(28,724)	(39,565)
Income tax recovery	12	(157,568)	(113,998)	(26,918)	(38,975)
<b>Net loss</b>		<b>(451,653)</b>	<b>(318,663)</b>	<b>(164,673)</b>	<b>(100,982)</b>
<b>Items that may be subsequently reclassified to net loss</b>					
Currency translation adjustment		(102,847)	72,478	13,158	(18,937)
Fair value movements on cash flow hedges, net of tax	19	61,166	(33,523)	3,821	12,001
Other comprehensive (loss) income		(41,681)	38,955	16,979	(6,936)
<b>Total comprehensive loss</b>		<b>(493,334)</b>	<b>(279,708)</b>	<b>(147,694)</b>	<b>(107,918)</b>
<b>Loss per share</b>					
Basic	13	(0.12)	(0.12)	(0.29)	(0.18)
Diluted	13	(0.12)	(0.12)	(0.29)	(0.18)

The accompanying notes are an integral part of the consolidated financial statements.

GFL Environmental Holdings Inc.

Consolidated statements of financial position

As at December 31, 2019 and December 31, 2018

(In thousands of Canadian dollars except per share amounts)

	Notes	December 31, 2019 \$	December 31, 2018 \$
<b>Assets</b>			
<b>Current assets</b>			
Cash		574,797	7,445
Trade and other receivables, net of allowance	4	713,356	574,729
Prepaid expenses and other assets	5	132,112	98,974
		<u>1,420,265</u>	<u>681,148</u>
<b>Non-current assets</b>			
Property, plant, and equipment, net	6	2,850,062	2,436,346
Intangible assets, net	7	2,848,024	2,940,298
Other long-term assets		31,672	33,336
Due from related party	20	—	1,200
Goodwill	8	5,173,780	4,979,301
		<u>12,323,803</u>	<u>11,071,629</u>
<b>Liabilities</b>			
<b>Current liabilities</b>			
Accounts payable and accrued liabilities		732,041	606,237
Income taxes payable		2,885	3,855
Current portion of long term debt	10	64,385	53,660
Current portion of lease obligations	11	33,150	—
Current portion of due to related party	20	7,000	7,000
Current portion of landfill closure and post-closure obligations	9	25,624	10,621
		<u>865,085</u>	<u>681,373</u>
<b>Non-current liabilities</b>			
Long-term debt	10	7,560,660	6,235,004
Lease obligations	11	158,872	—
Other long-term liabilities		12,496	26,802
Due to related party	20	14,000	24,500
Deferred income tax liabilities	12	733,787	759,139
Landfill closure and post-closure obligations	9	210,970	152,201
		<u>9,555,870</u>	<u>7,879,019</u>
Commitments and contingencies	21		
<b>Shareholders' equity</b>			
Share capital	17	3,524,532	3,470,358
Contributed surplus	17	16,443	1,960
Deficit		(770,316)	(318,663)
Accumulated other comprehensive (loss) income		(2,726)	38,955
		<u>2,767,933</u>	<u>3,192,610</u>
		<u>12,323,803</u>	<u>11,071,629</u>

Approved by the Board  
/s/ PATRICK DOVIGI, Director  
/s/ PAOLO NOTARNICOLA, Director

The accompanying notes are an integral part of the consolidated financial statements.

GFL Environmental Holdings Inc.

Consolidated statements of changes in shareholders' equity

Year ended December 31, 2019, periods ended December 31, 2018 and May 31, 2018, and year ended December 31, 2017

(In thousands of Canadian dollars except per share amounts)

	Notes	Share capital \$	Contributed surplus \$	Deficit \$	Accumulated other comprehensive (loss) income			Total shareholders' equity \$
					Cash flow hedges, net of tax \$	Currency translation \$	Total \$	
<b>Predecessor</b>								
<b>Balance at</b>								
December 31, 2016		869,536	15,967	(280,690)	(2,992)	(6)	(2,998)	601,815
Net loss and comprehensive loss		—	—	(100,982)	12,001	(18,937)	(6,936)	(107,918)
Share capital issued		10,000	—	—	—	—	—	10,000
Share-based payments	16	—	5,094	—	—	—	—	5,094
<b>Balance at</b>								
December 31, 2017		879,536	21,061	(381,672)	9,009	(18,943)	(9,934)	508,991
Net loss and comprehensive loss		—	—	(164,673)	3,821	13,158	16,979	(147,694)
Share capital redeemed		(25,183)	—	—	—	—	—	(25,183)
Share capital issued		8,285	—	—	—	—	—	8,285
Contribution of capital		—	384,240	—	—	—	—	384,240
Share-based payments	16	—	18,772	—	—	—	—	18,772
<b>Balance at May 31, 2018</b>								
		<u>862,638</u>	<u>424,073</u>	<u>(546,345)</u>	<u>12,830</u>	<u>(5,785)</u>	<u>7,045</u>	<u>747,411</u>
<b>Successor</b>								
<b>Balance at June 1, 2018</b>								
		—	—	—	—	—	—	—
Net loss and comprehensive loss		—	—	(318,663)	(33,523)	72,478	38,955	(279,708)
Issued upon acquisition of subsidiary	3 and 17	261,206	—	—	—	—	—	261,206
Issued upon loan to related party	17	1,200	—	—	—	—	—	1,200
Share capital issued	17	3,207,952	—	—	—	—	—	3,207,952
Share-based payments	16	—	1,960	—	—	—	—	1,960
<b>Balance at</b>								
December 31, 2018		<u>3,470,358</u>	<u>1,960</u>	<u>(318,663)</u>	<u>(33,523)</u>	<u>72,478</u>	<u>38,955</u>	<u>3,192,610</u>
Net loss and comprehensive loss		—	—	(451,653)	61,166	(102,847)	(41,681)	(493,334)
Reduction of stated capital	17 and 20	(1,203)	—	—	—	—	—	(1,203)
Return of capital		(5,761)	—	—	—	—	—	(5,761)
Share capital issued	17	61,138	—	—	—	—	—	61,138
Share-based payments	16	—	14,483	—	—	—	—	14,483
<b>Balance at</b>								
December 31, 2019		<u>3,524,532</u>	<u>16,443</u>	<u>(770,316)</u>	<u>27,643</u>	<u>(30,369)</u>	<u>(2,726)</u>	<u>2,767,933</u>

The accompanying notes are an integral part of the consolidated financial statements.

**GFL Environmental Holdings Inc.**

**Consolidated statements of cash flows**

**Year ended December 31, 2019, periods ended December 31, 2018 and May 31, 2018, and year ended December 31, 2017**

**(In thousands of Canadian dollars except per share amounts)**

	Notes	Successor		Predecessor	
		December 31, 2019 (365 days) \$	December 31, 2018 (214 days) \$	May 31, 2018 (151 days) \$	December 31, 2017 (365 days) \$
<b>Operating activities</b>					
Net loss		(451,653)	(318,663)	(164,673)	(100,982)
<b>Adjustments for non-cash items</b>					
Depreciation and amortization of property, plant and equipment	6	465,338	178,215	66,304	154,717
Amortization of intangible assets	7	334,124	127,546	40,861	84,356
Interest and other finance costs		532,220	242,205	127,436	212,683
Share based payments	16	14,483	1,960	18,772	5,094
(Gain) loss on unrealized foreign exchange on long-term debt		(50,133)	36,585	6,011	(27,503)
Loss (gain) on sale of property, plant and equipment		1,188	4,714	(82)	2,802
Mark-to-market loss on fuel hedge		1,045	2,766	—	—
Current income tax expense		3,073	1,268	1,806	590
Deferred tax recovery		(160,641)	(115,266)	(28,724)	(39,565)
Interest paid in cash, net		(343,726)	(91,365)	(119,937)	(131,812)
Income taxes received (paid) in cash, net		(4,179)	636	(333)	(1,201)
Changes in non-cash working capital items	18	(74,864)	(30,272)	44,339	(30,158)
Landfill closure and post-closure expenditures	9	(15,275)	(10,892)	(1,833)	(2,654)
		<u>251,000</u>	<u>29,437</u>	<u>(10,053)</u>	<u>126,367</u>
<b>Investing activities</b>					
Proceeds on sale of property, plant and equipment		20,806	2,000	600	8,417
Purchase of property, plant and equipment and intangible assets		(457,790)	(160,277)	(52,259)	(203,141)
Business acquisitions, net of cash acquired	3	(729,890)	(3,953,228)	(332,122)	(240,106)
Business acquisition of Predecessor	3	—	(2,695,093)	—	—
Cash released from escrow for acquisitions		—	—	12,544	3,859
		<u>(1,166,874)</u>	<u>(6,806,598)</u>	<u>(371,237)</u>	<u>(430,971)</u>
<b>Financing activities</b>					
Repayment of lease obligations		(57,867)	—	—	—
Cheques issued in excess of cash on hand		—	—	(3,904)	3,904
Payment of financing costs		(20,691)	(63,669)	(42,416)	(15,099)
Issuance of share capital, net of issuance costs		—	3,207,952	—	—
Capital contribution		—	—	384,240	—
Return of capital		(5,761)	—	(5,124)	—
Issuance of promissory note to related party		—	35,000	67,947	—
Repayment of promissory note to related party		(10,500)	(3,500)	—	—
Issuance of long-term debt		3,143,804	3,559,431	2,205,424	890,344
Repayment of long-term debt		(1,569,944)	(72,154)	(2,117,435)	(587,966)
		<u>1,479,041</u>	<u>6,663,060</u>	<u>488,732</u>	<u>291,183</u>
Increase (decrease) in cash		<u>563,167</u>	<u>(114,101)</u>	<u>107,442</u>	<u>(13,421)</u>
Changes due to foreign exchange revaluation of cash		4,185	27,030	(12,936)	(1,073)
Cash, beginning of period		7,445	94,516	10	14,504
Cash, end of period		<u>574,797</u>	<u>7,445</u>	<u>94,516</u>	<u>10</u>
<b>Supplementary information</b>					
Business acquisitions financed through issuance of share capital		—	261,206	—	10,000
Asset additions financed through leases		26,658	45,509	—	1,596

The accompanying notes are an integral part of the consolidated financial statements.

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**Consolidated financial statements of  
GFL Environmental Inc.**

**December 31, 2017 and 2016**

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<b>Independent Auditor's Report .....</b>	<b>1</b>
<b>Consolidated statements of operations and deficit .....</b>	<b>2</b>
<b>Consolidated balance sheet .....</b>	<b>3</b>
<b>Consolidated statements of cash flows .....</b>	<b>4</b>
<b>Notes to the consolidated financial statements .....</b>	<b>5-28</b>

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## Independent Auditor's Report

To the Shareholders of  
GFL Environmental Inc.

We have audited the accompanying consolidated financial statements of GFL Environmental Inc. which comprise the consolidated balance sheet as at December 31, 2017 and December 31, 2016, and the consolidated statements of operations and deficit and cash flows for each of the years in the three-year period ended December 31, 2017, and a summary of significant accounting policies and other explanatory information.

### Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained in our audits is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of GFL Environmental Inc. as at December 31, 2017 and 2016, and the results of its operations and its cash flows for the years ended December 31, 2017, December 31, 2016 and December 31, 2015 in accordance with Canadian accounting standards for private enterprises.

Chartered Professional Accountants  
Licensed Public Accountants  
February •, 2018

**GFL Environmental Inc.****Consolidated statements of operations and deficit**

Years ended December 31, 2017, 2016 and 2015

(In thousands of Canadian dollars)

	Notes	<b>2017</b>	2016	2015
		\$	\$	\$
<b>Revenue</b>		<b>1,348,474</b>	943,925	477,660
Cost of sales		<b>928,295</b>	644,349	331,542
Gross profit		<b>420,179</b>	299,576	146,118
<b>Expenses</b>				
Selling and administrative expenses		<b>145,101</b>	117,543	61,002
Amortization of property, plant and equipment and landfill assets	6	<b>152,929</b>	108,675	38,375
Amortization of intangible assets	7	<b>84,356</b>	68,894	31,980
Interest and other finance costs		<b>150,201</b>	123,422	48,155
Share-based payments	12	<b>5,094</b>	3,072	2,549
Deferred purchase consideration	5	<b>2,000</b>	2,000	—
Loss (gain) on sale of property, plant and equipment		<b>2,802</b>	1,027	(95)
(Gain) loss on foreign exchange		<b>(27,214)</b>	10,739	(33)
Insurance settlement	16	<b>(19,403)</b>	—	—
		<b>495,866</b>	435,372	181,933
Loss before income taxes		<b>(75,687)</b>	(135,796)	(35,815)
Provision for income taxes	11	<b>(590)</b>	(6,966)	(1,874)
Net loss		<b>(76,277)</b>	(142,762)	(37,689)
Deficit, beginning of year		<b>(213,775)</b>	(71,013)	(33,324)
Dividends		<b>(1,361)</b>	—	—
<b>Deficit, end of year</b>		<b>(291,413)</b>	(213,775)	(71,013)

The accompanying notes are an integral part of the consolidated financial statements.



**GFL Environmental Inc.****Consolidated balance sheet**As at December 31, 2017 and 2016  
(In thousands of Canadian dollars)

	Notes	<b>2017</b>	<b>2016</b>
		<b>\$</b>	<b>\$</b>
<b>Assets</b>			
<b>Current assets</b>			
Cash		—	14,495
Cash in escrow	3	<b>12,545</b>	—
Trade and other receivables, net of allowance	4	<b>341,743</b>	244,020
Income taxes receivable		—	257
Prepaid expenses and other assets	5	<b>52,864</b>	47,416
		<b>407,152</b>	306,188
Property, plant and equipment, net	6	<b>1,009,281</b>	905,245
Intangible assets, net	7	<b>582,248</b>	544,524
Funded landfill post-closure assets	9	<b>11,422</b>	10,720
Goodwill	8	<b>862,026</b>	797,951
		<b>2,872,129</b>	2,564,628
<b>Liabilities</b>			
<b>Current liabilities</b>			
Cheques issued in excess of cash on hand		<b>3,904</b>	—
Accounts payable and accrued liabilities		<b>305,472</b>	204,646
Current portion of long-term debt	10	<b>9,238</b>	8,924
Current portion of landfill closure and post-closure obligations	9	<b>13,114</b>	8,107
Income taxes payable		<b>500</b>	—
		<b>332,228</b>	221,677
Long-term debt	10	<b>1,950,145</b>	1,672,464
Landfill closure and post-closure obligations	9	<b>15,539</b>	14,788
		<b>2,297,912</b>	1,908,929
<b>Shareholders' equity</b>			
Share capital	13	<b>863,881</b>	853,881
Contributed surplus	13	<b>20,693</b>	15,599
Deficit		<b>(291,413)</b>	(213,775)
Cumulative translation adjustment		<b>(18,944)</b>	(6)
		<b>574,217</b>	655,699
		<b>2,872,129</b>	2,564,628

The accompanying notes are an integral part of the consolidated financial statements.

Approved by the Board

\_\_\_\_\_, Director

\_\_\_\_\_, Director

**GFL Environmental Inc.****Consolidated statements of cash flows**Years ended December 31, 2017, 2016 and 2015  
(In thousands of Canadian dollars)

	Notes	2017	2016	2015
		\$	\$	\$
<b>Operating activities</b>				
Net loss for the year		(76,277)	(142,762)	(37,689)
Adjustments for non-cash items				
Amortization of property, plant and equipment and landfill assets	6	152,929	108,675	38,375
Amortization of intangible assets	7	84,356	68,894	31,980
Interest and other finance costs		150,201	123,422	48,155
Share-based payments	12	5,094	3,072	2,549
(Gain) loss on unrealized foreign exchange on long-term debt		(27,503)	11,211	—
Loss (gain) on sale of property, plant and equipment		2,802	1,027	(95)
Provision for income taxes		590	6,966	1,874
		<b>292,192</b>	<b>180,505</b>	<b>85,149</b>
Interest paid in cash, net		(131,812)	(79,125)	(36,879)
Income taxes paid in cash, net		(1,201)	(14,397)	(2,533)
Changes in non-cash working capital items	14	(1,810)	(3,749)	(1,551)
Landfill closure and post-closure expenditures	9	(2,654)	(2,370)	—
		<b>154,715</b>	<b>80,864</b>	<b>44,186</b>
<b>Investing activities</b>				
Proceeds on sale of property, plant and equipment		8,417	1,522	1,416
Purchase of property, plant and equipment and intangible assets	6 and 7	(203,141)	(124,288)	(57,295)
Business acquisitions	3	(268,456)	(1,626,318)	(169,748)
Cash released from escrow for acquisitions		3,859	2,650	16,350
		<b>(459,321)</b>	<b>(1,746,434)</b>	<b>(209,277)</b>
<b>Financing activities</b>				
Cheques issued in excess of cash on hand		3,904	(273)	(2,465)
Payment of financing costs	10	(25,572)	(39,915)	(9,903)
Issuance of share capital, net of issuance costs	13	—	679,016	—
Issuance of long-term debt	10	900,817	1,649,680	386,418
Repayment of long-term debt	10	(586,604)	(608,443)	(208,959)
Dividend payment		(1,361)	—	—
		<b>291,184</b>	<b>1,680,065</b>	<b>165,091</b>
(Decrease) increase in cash		(13,422)	14,495	—
Changes due to foreign exchange		(1,073)	—	—
Cash, beginning of year		14,495	—	—
<b>Cash, end of year</b>		<b>—</b>	<b>14,495</b>	<b>—</b>
<b>Supplementary information</b>				
Business acquisitions financed through issuance of promissory notes		—	28,500	—
Business acquisitions financed through issuance of share capital		10,000	17,548	—
Asset additions financed through capital leases		1,596	—	247

The accompanying notes are an integral part of the consolidated financial statements.

**CITY OF NOVI**

**RFP-020516 – Residential Solid Waste Services**

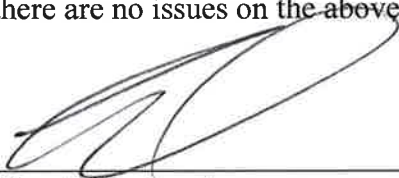
**4.2.7. Litigation History**

**Statement of Bidders Safety, Environmental and Judicial Record**

Violations record concerning past and pending civil claims and criminal investigations, as well as prior judgments and determinations against the bidder and its affiliates within the past five (5) years of the following types of laws, regulations or ordinances which are under the jurisdiction of various departments of the State of Michigan:

- Environmental: Department of Natural Resources, Solid Waste Division
- Safety: Occupational Safety & Health Department
- Health: Occupational Safety & Health Department
- Price Fixing: Michigan Attorney General
- Anti-Trust: Michigan Attorney General
- Fraud: Michigan Attorney general

Presently there are no issues on the above



\_\_\_\_\_  
Lou Berardicurti, Regional Vice President

February 4, 2021

Date



**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE,**  
**AND OTHER SERVICES**

**Appendix A**  
**COST PROPOSAL CHECKLIST AND FORMS**

Checklist:

- Collection Cost Proposal – Form Signature Page
- Collection Cost Proposal – Residential Curbside Collection Cost Form
- Collection Cost Proposal – Municipal Site & Special Refuse and Recycling

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

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**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**  
**Appendix A**  
**COLLECTION COST PROPOSAL FORM SIGNATURE PAGE**  
**CITY OF NOVI**

COMPANY NAME: GFL ENVIRONMENTAL USA INC  
ADDRESS: 26999 CENTRAL PARK BLVD, Suite 200  
ADDRESS: "NOT APPLICABLE"  
CITY/STATE/ZIP: Southfield, Michigan 48076-4145  
PHONE: 844.464.3587  
FAX: 586.795.2790

The undersigned has examined the complete Request for Proposals and its requirements contained in this solicitation and is submitting the following Cost Proposal Form in full compliance with those requirements including the Independent Price Determination requirements defined in Section 1.3.10 of this RFP.

PROPOSER acknowledges receipt of the following ADDENDUM (if applicable):

Addendum #1 - 01/13/2021      Addendum #3 - 01/21/2021  
Addendum #2 - 01/14/2021      Addendum #4 - 01/25/2021

**1: AUTHORIZED SIGNATURE:**

The undersigned states that this price quote is submitted in full compliance with the provision of the RFP to which this Cost Proposal is a response:

SIGNATURE:   
NAME/TITLE: LOU BERARDICURTI, Regional Vice President  
EMAIL: LBERARDICURTI@GFLENV.COM  
DATE: FEBRUARY 4, 2021

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

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**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

**Appendix A**  
**Collection Cost Proposal – Residential Curbside Collection and Disposal Services**

**Residential Rate** – Hauler-provided 64-gallon recycling cart and 96-gallon refuse cart; homeowner-provided yard waste bags/containers; bulky items, Recycling and refuse collected by semi-automated collection process. Selected contractor maintains ownership of the refuse and recycling carts and will be responsible for cart maintenance and replacement costs. Residents are able to use additional bags or containers no larger than 35 gallons and no heavier than 60 pounds.

<b>Year 1</b> <b>\$138.00</b>	<b>Year 2</b> <b>\$138.00</b>	<b>Year 3</b> <b>\$138.00</b>	<b>Year 4</b> <b>\$141.45</b>	<b>Year 5</b> <b>\$144.99</b>
<b>Year 6</b> <b>\$144.99</b>	<b>Year 7</b> <b>\$148.61</b>	<b>Year 8</b> <b>\$148.61</b>		

Costs for residential curbside service are to be per household per year and inclusive of any disposal costs, tipping fees, surcharges, or taxes in effect as of July 1, 2021.

*Of the cost listed above (and below) please denote the amount included/"built-in" for acquisition of new carts **\$12.24 per year, per unit for both Trash & Recycle carts.**  
**Built into pricing as requested.***

**Residential CONDO Rate** – Hauler-provided 64-gallon recycling cart and 64-Gallon (possibly a 96-gallon, depending on the development) refuse cart; bulky items, Recycling and refuse collected by semi-automated collection process. Selected contractor maintains ownership of the refuse and recycling carts and will be responsible for cart maintenance and replacement costs. Residents are able to use additional bags or containers no larger than 35 gallons and no heavier than 60 pounds.

<b>Year 1</b> <b>\$111.00</b>	<b>Year 2</b> <b>\$111.00</b>	<b>Year 3</b> <b>\$111.00</b>	<b>Year 4</b> <b>\$113.78</b>	<b>Year 5</b> <b>\$116.62</b>
<b>Year 6</b> <b>\$116.62</b>	<b>Year 7</b> <b>\$119.53</b>	<b>Year 8</b> <b>\$119.53</b>		





**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

**Appendix A**  
**Collection Cost Proposal – Residential Curbside Collection and Disposal Services**

**REQUEST FOR PROPOSALS**  
**SOLID WASTE, RECYCLING, AND YARD WASTE**  
**COLLECTION SERVICES**

**Appendix A**  
**Collection Cost Proposal – Municipal Site and Special Refuse and Recycling**

**MUNICIPAL SERVICES**

<b>Location</b>	<b>Qty</b>	<b>Current Equipment</b>	<b>Current Service</b>	<b>Cost Per Month</b>
Civic Center	1	3 yd w/lid	4 x week (M,W, F,Sat)	<b>No Charge</b>
Police	1	8 yd slant dumpster with lid	2 x week	<b>No Charge</b>
Power Park	1	8 yd slant dumpster with lid	2 x week May - October only, no service/billing in winter, container left on site.	<b>No Charge</b>
Lakeshore Park	1	8 yd slant dumpster with lid	1 x week (April, May, Sept, Oct). 2 x week (June - Aug). No service Nov - March.	<b>No Charge</b>
Community Sports Park	2	8 yd slant dumpster with lid	1 x week (April, May, Sept, Oct). 2 x week (June - Aug). No service Nov - March. Leave container on site, billing suspended during no service period.	<b>No Charge</b>
Fire Department (Four Stations)	18	St#1: 4-96 gal carts, St#2: 2-96 gal carts, St#3: 2-96-gal carts,	1 x week	<b>No Charge</b>

January 2021  
Collection and Disposal of Solid Waste:  
Refuse, Recyclables, Yard Waste, and Other Services A- 5

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

		St#4: 2-96 gal carts, plus 2 carts for recycling each locale		<b>No Charge</b>
Novi Public Library	1	front load 6 yd	2 x week (Tues/Fri)	<b>No Charge</b>
<b>Location</b>	<b>Qty</b>	<b>Current Equipment</b>	<b>Current Service</b>	<b>Cost Per Month</b>
Ice Arena	2	8 yard plus 4 yard recycling bin	3 x week - 8 yard 1 x for recycling bin	<b>No Charge</b>
Meadowbrook Commons	1	2 yard compactor + 15 recycling bins	3x week (main building) (M, W, F)	<b>No Charge</b>
	60	customer supplied can or bags, plus contractor supplied recycle bin	1x week (curbside pickup at ranch units)	<b>No Charge</b>
	1	6 yard compactor	as needed, usually 1x qtr (main building)	<b>No Charge</b>
<b>Location</b>	<b>Qty</b>	<b>Current Equipment</b>	<b>Current Service</b>	<b>Cost Per Pickup Event</b>
On-Call "Special" Roll Off	1	30 yd roll-off		<b>\$285.00</b>
DPS	1	30 yd rolloff	pick up on-call basis	<b>\$285.00</b>
DPS	1	30 yd rolloff	as needed	<b>\$285.00</b>
DPS	2,500 Yards		Vendor provides equipment to haul away debris	<b>\$285.00 per 30yd Rolloff</b>

*DB*

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

**Appendix A**  
**Collection Cost Proposal – Municipal Site and Special**  
**Refuse and Recycling**

**OTHER SERVICES**

Storm Cleanup – Hourly Rates:

- Refuse: \$ \$175.00 /hour
- Yard Waste: \$ \$175.00 /hour

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**RESOURCE RECOVERY & RECYCLING AUTHORITY OF  
SOUTHWEST OAKLAND COUNTY (RRASOC) MATERIAL  
RECOVERY FACILITY (MRF) DELIVERY STANDARDS**

**Appendix B**

**Facility Delivery Standards for Single Stream Recyclables**

**Single Stream Recyclables** consist of the following, loose, uncompacted, and commingled:

- Glass, transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
- Aluminum used beverage containers and foil clean of food.
- All plastic bottles with 1, 2, 4, 5, 6 (excluding expanded polystyrene foam, styrofoam) and 7 – including but not limited to:
  - HDPE plastic bottles (RIC Code #2) - blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable.
  - PET plastic bottles (RIC Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, and some shampoo bottles.
  - Agricultural Plant trays and Pots (clean, free of residue and soil).
  - Plastic Household Tubs/containers #1, 2 and 4-7, which includes plastic yogurt and margarine tubs, frozen concentrated juice containers, Folgers coffee containers, freezer microwave trays, berry boxes (#1) including attached lids, salad/carryout boxes (#1) (clean, free of residue and soil). #3 is not acceptable.
  - Pots and pans.
  - Multi-coated/plastic-coated paper beverage cartons: including milk and juice cartons (Aseptic).
  - Bulky high density polyethylene (HDPE) is defined as large HDPE items (buckets, crates, toys, trays, furniture, bins, barrels etc.). This category is often referred to as "Injection HDPE".
  - No Plastic film. No plastic bags.

## CITY OF NOVI

### REQUEST FOR PROPOSALS

#### COLLECTION & DISPOSAL OF SOLID WASTE:

#### REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES

- ONP - old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags. Old newspaper that contains incidental moisture from rain on collection days is acceptable. Soaked paper or yellowed newsprint is unacceptable.
- OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags, with the exception of wet material or material that was once wet.
- OCC - old corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 by 2 feet and that have liners of Kraft, jute, or test liner. Staples and tape with water soluble glues do not have to be removed. OCC can be damp but not soaked. Wax-coated and oriental old corrugated containers are not acceptable.
- Kraft (brown) paper bags - all sizes of loose, bundled or bagged Kraft paper grocery sacks.
- Junk mail - all dry, loose or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
- High-grade paper - all dry, loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- Telephone Books.

Maximum allowable contamination rate is 8%.

#### DELIVERY RULES AND REGULATIONS

- Residents and businesses are encouraged to discard containers' contents, labels, caps, and rings, and to rinse containers; but there is no requirement for these to be removed from Recyclable Materials.
- Materials delivered as either Commingled Containers or Commingled Fiber or Single Stream Recyclables will contain all of the commingled items listed for each category and in proportions that can be reasonably expected from a municipal curbside collection recycling program.
- Recyclables will not be delivered in bags unless specifically allowed or directed above.

January 2021

Collection and Disposal of Solid Waste:

Refuse, Recyclables, Yard Waste, and Other Services B- 2

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

- Loads will be considered non-conforming to Facility Delivery Standards if: 1. They are found to be contaminated with Hazardous or Infectious Waste and/or is unprocessable; or 2. A load contains more than the maximum allowable contamination of materials that are not acceptable as Recyclables, but are not Hazardous or Infectious Waste.

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES AND YARD WASTE AND OTHER SERVICES**

**Appendix C**  
**PERFORMANCE BOND**  
**REQUIRED BOND LANGUAGE**

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
as Principal, hereinafter called the CONTRACTOR, and \_\_\_\_\_  
\_\_\_\_\_

as Surety, hereinafter called Surety, and held and firmly bound unto

CITY OF NOVI, MICHIGAN

as Obligee, hereinafter called the OWNER, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$) )  
for the payment of which the CONTRACTOR and SURETY bind themselves, their heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, the CONTRACTOR has been awarded a Contract by the OWNER for  
the provision of

*Collection and Disposal of Solid Waste: Refuse, Recyclables & Yard Waste and Other Services*

in accordance with the Specifications prepared by the City of Novi, which award was  
conditioned on the CONTRACTOR providing this Performance Bond and which Contract upon  
being fully executed by the OWNER and the CONTRACTOR shall by reference automatically be  
made a part hereof, and is hereinafter referred to as "the Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR  
shall promptly and faithfully perform said Contract, in accordance with the terms and conditions  
of the Contract, then the CONTRACTOR and SURETY shall have no further obligation under this  
bond; otherwise it shall remain in full force and effect, subject, however, to the following  
conditions.

1. The SURETY hereby waives notice of any alteration or extension of time under the Contract  
made by the OWNER.
2. SURETY'S obligation under this Performance Bond shall arise after the OWNER has declared  
a Contractor Default as defined below, formally terminated the Contract or the  
CONTRACTOR'S right to complete the Contract, and notified the SURETY of the OWNER'S  
claim under this Performance Bond.

**CITY OF NOVI**

**REQUEST FOR PROPOSALS**

**COLLECTION & DISPOSAL OF SOLID WASTE:**

**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

3. When the OWNER has satisfied the conditions of Paragraph 2 above, the SURETY shall, at the SURETY'S sole cost and expense, undertake one or more of the following actions:
  1. Arrange for the CONTRACTOR to perform and complete the Contract; provided, however, that the SURETY may not proceed with this option, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason; or
  2. Perform and complete the Contract itself, through qualified contractors who are acceptable to the OWNER, through a contract between the SURETY and qualified contractors, performance and completion of which shall be undertaken in strict accordance with the terms and conditions of the Contract, including (but not limited to) time for completion; or
  3. Tender payment to the OWNER in the amount of all losses incurred by the OWNER as a result of the Contractor Default, as determined by the OWNER, for which the SURETY is liable to the OWNER, including all costs of completion of the Contract and all consequential losses, costs, and expenses incurred by the OWNER as a result of the Contractor Default, and including all unpaid fees or payments owed to the OWNER by the CONTRACTOR under the Contract, except that SURETY'S payment under this option shall in no event exceed the limit of the Bond Amount. The SURETY may not proceed with this option, in lieu of the options set forth in paragraphs (a) or (b) above, except upon the express written consent of the OWNER, which consent may be withheld by the OWNER for any reason.
4. The SURETY shall proceed under Paragraph 3, above, within fourteen (14) business days after notice from the OWNER to the SURETY of the Contractor Default, of the formal termination of the Contract or the CONTRACTOR'S right to complete the Contract, and of the OWNER'S intention to have SURETY complete the Contract, except that SURETY shall proceed within twenty-four (24) hours after notice where the notice states that immediate action by SURETY is necessary to safeguard life or property.
5. If SURETY fails to proceed in accordance with Paragraphs 3 and 4, above, then SURETY shall be deemed to be in default on this Performance Bond three (3) business days after receipt of written notice from OWNER to SURETY demanding that SURETY perform its obligations under this Performance Bond. Thereafter, if notice to SURETY is without effect, OWNER shall be entitled to enforce any legal or equitable remedies available to OWNER, including completion of the Contract by contractors of its own choosing or OWNER'S employees or agents, and CONTRACTOR and SURETY shall, jointly and severally, be liable for all costs of such completion and all consequential losses, costs, and expenses so incurred (including all unpaid fees and expenses owed to the OWNER by the CONTRACTOR as a result of the CONTRACTOR'S default).
6. After OWNER has terminated the Contract or the CONTRACTOR'S right to complete the Contract, and if SURETY is proceeding under subparagraphs 3(a) or 3(b) above, then the responsibilities of SURETY to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the SURETY

January 2021

Collection and Disposal of Solid Waste:

Refuse, Recyclables, Yard Waste, and Other Services C- 2



**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**

**COLLECTION & DISPOSAL OF SOLID WASTE:  
REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

shall not be greater than those of the OWNER under the Contract. SURETY shall be obligated to the limit of Bond Amount as set forth on the front page; subject, however, to a commitment by the OWNER for payment to the SURETY of the Balance of the Contract Price in mitigation of costs and damages on the Contract. SURETY shall be obligated, without duplication, for:

- a. The responsibilities of CONTRACTOR for correction of defective or unsuitable work and performance and completion of the Contract.
  - b. Additional legal, design professional, and delay costs incurred by the OWNER as a result of the Contractor's Default, and as a result of SURETY'S actions or failures to act under Paragraph 5, above;
  - c. Liquidated damages as specified in the Contract, or, if no liquidated damages are specified in the Contract, actual damages and consequential damages incurred by the OWNER as a result of delayed performance or nonperformance of Contract by the CONTRACTOR or the SURETY; and
  - d. Payment of all unpaid and due and owing fees or payments owed to the OWNER under the Contract at the time of the Contractor Default.
7. To the extent of payment to the SURETY of the Balance of the Contract Price, SURETY shall defend, indemnify, and hold harmless OWNER from all claims, suits, causes of actions, and demands (including all costs of litigation and a reasonable attorney's fee), which are brought against the OWNER by the CONTRACTOR or by any other party and which arise from or by reason of payment to the SURETY the Balance of the Contract Price.
8. All notices to SURETY or CONTRACTOR shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in address of SURETY or CONTRACTOR, such party shall promptly provide notice to the OWNER and the other party, with such notice to include the Contract number and this Performance Bond number.
9. Any provision of this Performance Bond that conflicts with the statutory or legal requirements of Michigan Public Act 213 of 1963 shall be deemed deleted here from and the provisions of such statutory or other legal requirements shall be deemed incorporated herein.
10. The law controlling the interpretation or enforcement of this Performance Bond shall be Michigan law.
11. Definitions
- a. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including change orders and credits due the OWNER, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract and reduced further by all direct costs and expenses incurred by the OWNER as

January 2021

Collection and Disposal of Solid Waste:  
Refuse, Recyclables, Yard Waste, and Other Services C- 3

**CITY OF NOVI**  
**REQUEST FOR PROPOSALS**  
**COLLECTION & DISPOSAL OF SOLID WASTE:**  
**REFUSE, RECYCLABLES, YARD WASTE, AND OTHER SERVICES**

- a result of the Contractor Default, including costs of additional supervision or inspection by OWNER of the CONTRACTOR'S work under the Contract and fees and expenses paid to consultants or others hired by the OWNER for purposes of monitoring or investigating the CONTRACTOR'S work under the Contract.
- b. Contract: The agreement between the OWNER and the CONTRACTOR identified on the front page.
- c. Contractor Default: "Contractor Default" shall mean the failure or refusal of the CONTRACTOR, after written notice from the OWNER, to cure or remedy, or commence to sure or remedy, a violation of the contract within the time for such cure or remedy under the Contract. "Contractor Default" shall also mean the occurrence of an "event of default" or a "termination for cause" as those or similar terms are defined or provided for in the Contract's terms, conditions, and provisions.

Signed and Sealed This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

In the Presence of: *(fill-in name of contractor)*

WITNESS

	Principal
	Title

WITNESS

	Surety
	Title
	Address of Surety

Bond No.	City	Zip Code
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## **CITY OF NOVI**

### **RFP # 01042021 - Residential Solid Waste Services**

#### **Additional Corporate Information**

#### **Preferred Solid Waste Provider for the City of Novi**

➤ **Please see the attached documents**

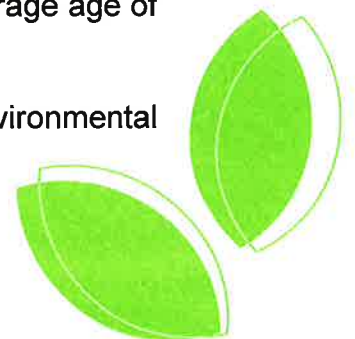
- Why Choose GFL Environmental USA Inc, 1 page
- Statement of Michigan Certificate of Good Standing, 1 page
- Authorization for Lou Berardicurti, Regional Vice President, to sign municipal contracts on behalf of GFL
- Articles of Incorporation, 5 pages
- History of Community Support and Involvement, 3 pages
- References, 11 pages
- Letters of Recommendation, 10 pages
- List of Comprehensive Recycling Programs provided by GFL to other communities, 3 pages
- Disposal Sites, 2 pages
- **Note:** Please see Tab # 14 for a more detailed look at GFL Environmental USA Inc

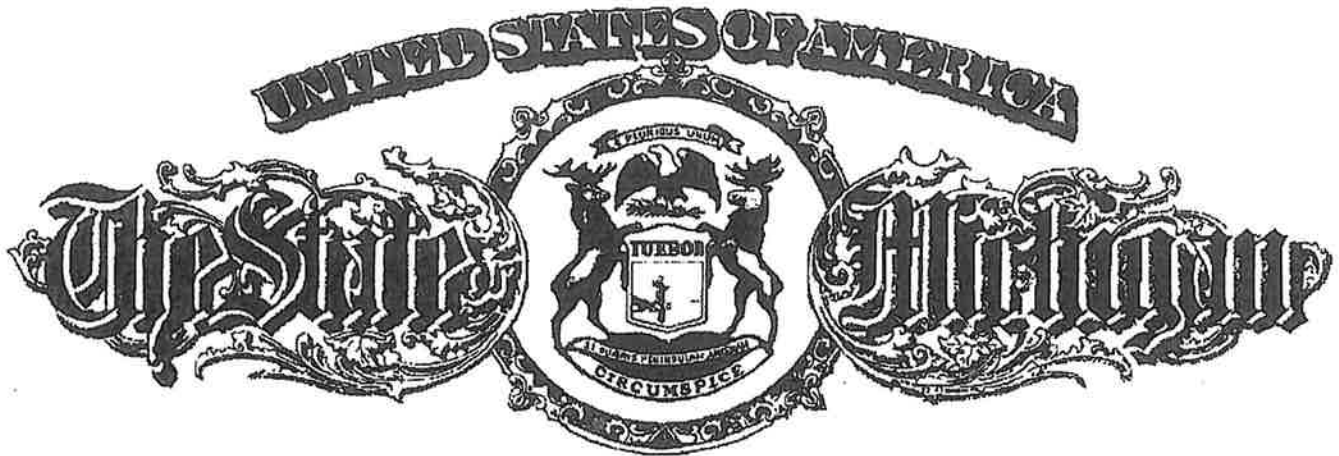


## **Preferred Solid Waste Provider for the City of Novi**

### ➤ Why Choose GFL Environmental USA Inc?

- The largest and leading Environmental and Solid Waste Provider in Southeast Michigan.
- Four fully operational operating centers in close proximity to Novi.
- Provides similar services to neighboring communities like Plymouth Township, City of Livonia, West Bloomfield and Milford Village and Township.
- Successful transitions to seventy two communities including most recently Commerce Township, Orion Township, Waterford Township and January 26, 2021 the City of Allen Park.
- Leadership experience of over one hundred years.
- Comprehensive recycling programs for all communities that have requested this type of service. Committed to enhancing existing recycling programs.
- Only solid waste provider that is affiliated with a fully operational recycling company, Royal Oak Recycling located in the City of Royal Oak, Michigan. We also have a fully functional recycling facility to process all of our collected recyclables along with three other recycling centers in Southeastern Michigan.
- GFL has just acquired Arbor Hills Landfill which is in close proximity to the City of Novi to complement our compost processing facility, Newark Aggregate & landscape Supply.
- Modern and up to date collection equipment with an average age of six (6) years.
- Please see Tab # 14 for a more detailed look at GFL Environmental USA Inc.





Department of Licensing and Regulatory Affairs

Lansing, Michigan

*This is to Certify That*

**GFL ENVIRONMENTAL USA INC.**

*a(n) DELAWARE profit corporation, was validly authorized on August 21, 2012, to transact business in Michigan, and that said corporation holds a valid certificate of authority to transact business in this state.*

*This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business in this state any business of the character set forth in its application which a domestic corporation formed under this act may lawfully conduct.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



Sent by Facsimile Transmission  
1436607

*In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 27th day of February, 2017.*

*Julia Dale*

Julia Dale, Director  
Corporations, Securities & Commercial Licensing Bureau



February 1, 2021

City of Novi

Dear Sir/Madam:

**Re: Request for Proposal for Waste Collection and Disposal Contract (“RFP”)**

Please accept this as a letter of authorization permitting Lou Berardicurti, Regional Vice President, to execute and deliver to the City of Novi the bid and all related documents for the RFP on behalf of GFL Environmental USA Inc.

Please do not hesitate to contact me, should you have any questions.

Yours truly,

A handwritten signature in blue ink, appearing to read "Patrick Dovigi".

Patrick Dovigi  
President



**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

**FILING ENDORSEMENT**

**This is to Certify that the AMENDED APPLICATION FOR CERTIFICATE OF AUTHORITY**

**for**

**GFL ENVIRONMENTAL USA INC.**

**ID NUMBER: 60413H**

**received by facsimile transmission on November 7, 2016 is hereby endorsed.**

**Filed on November 7, 2016 by the Administrator.**

**This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.**



**Sent by Facsimile Transmission**

**In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of November, 2016.**

*Julia Dale*

**Julia Dale, Director  
Corporations, Securities & Commercial Licensing Bureau**

<b>DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES &amp; COMMERCIAL LICENSING BUREAU</b>		
Date Received	(FOR BUREAU USE ONLY)	
<p>This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.</p>		
Name <b>Vamum, LLP - Attention: Mallory A. Field</b>		
Address <b>39500 High Points Blvd., Suite 350</b>		
City <b>Novi</b>	State <b>MI</b>	Zip code <b>48375</b>
Document will be returned to the name and address you enter above		EFFECTIVE DATE:

**AMENDED APPLICATION FOR CERTIFICATE OF AUTHORITY  
TO TRANSACT BUSINESS IN MICHIGAN  
For use by Foreign Corporations  
(Please read information and instructions on the last page)**

*Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Amended Application:*

1. The name of the corporation is: **RIZZO ENVIRONMENTAL SERVICES, INC.**
2. If the name in item 1 was not available for use in Michigan, the assumed name adopted when obtaining the Certificate of Authority is:
3. The identification number assigned by the Bureau is: **60419H.**
4. It is incorporated under the laws of **DELAWARE.**
5. The corporation was authorized to transact business in Michigan on **August 21, 2012**.
6. The period of its duration (corporation term) is **perpetual.**

7. a) The total authorized shares of the corporation on record with the Corporations, Securities & Commercial Licensing Bureau are **100.0** as of **November 4, 2016**
- b) The shares attributable to Michigan as currently on the records of the Corporations, Securities & Commercial Licensing Bureau are: **60,000**
- c) If the total authorized stock has changed, the total authorized shares of the corporation are \_\_\_\_\_  
The effective date of the stock change was the \_\_\_\_\_ day of \_\_\_\_\_.
- d) For year ending \_\_\_\_/\_\_\_\_/\_\_\_\_, the apportionment percentage from the most recently filed Michigan tax return is: \_\_\_\_\_%.



8. If the name of the corporation has changed, its new name is:

GEL Environmental USA, Inc.

the effective date of the name change was the 26th day of October, 2016 and the name change was made in compliance with the laws of the jurisdiction of its incorporation.

9. Complete this item only if the new name in item 8 is not available for use in Michigan. The assumed name of the corporation to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is:

10. If the assumed name in item 2 has changed, the new name is:

11. The name of the resident agent at the registered office is: Richard P. Manozak

The address of its registered office in Michigan is:

39500 High Pointe Boulevard, Suite 350 Novi Michigan 48313  
(Street Address) (City) (Zip Code)

The mailing address of the registered office in Michigan, if different than above, is:

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or P.O. Box) (City) (Zip Code)

The resident agent is an agent of the corporation upon whom process against the corporation may be served.

12. The address of the main business or headquarters office of the corporation is:

6200 Elmridge Sterling Heights MI 48313  
(Street Address) (City) (State) (Zip Code)

The mailing address if different than above is:

\_\_\_\_\_, \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
(Street Address or P.O. Box) (City) (State) (Zip Code)

13. If the business the foreign corporation proposes to do in this State is to be enlarged, limited, or otherwise changed, the specific business which the corporation is to transact in Michigan is as follows:

The corporation is authorized to transact such business or conduct such affairs in the jurisdiction of its incorporation.

Signed this 4th day of November, 2016

By Mallory A. Field  
(Signature of Authorized Officer or Agent)

Mallory A. Field, Authorized Agent

(Type or Print Name)

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GFL ENVIRONMENTAL USA INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF FEBRUARY, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GFL ENVIRONMENTAL USA INC." WAS INCORPORATED ON THE THIRTEENTH DAY OF AUGUST, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



  
Jeffrey W. Bullock, Secretary of State

5197608 8300

SR# 20171296087

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 202103155

Date: 02-27-17

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION

FIRST: That resolutions were duly adopted by written consent of the Board of Directors of Rizzo Environmental Services, Inc. setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling for approval of the stockholder of said corporation. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing Article I to read as follows:

The name of the corporation is: GFL Environmental USA Inc.

SECOND: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 26th day of October, 2016.

  
Mallory A. Field  
Its: Authorized Agent

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:16 AM 10/26/2016  
FILED 11:26 AM 10/26/2016  
SH 20166364852 - File Number 5197608



## **CITY OF NOVI**

### **RFP-020516 – Residential Solid Waste Services**

#### **GFL - History of Community Support and Involvement**

GFL Environmental USA Inc (GFL) is one of the leading environmental and solid waste providers in North America. As the premier provider of residential solid waste services in Southeastern Michigan, we are proud to service over seventy communities with a variety of services.

Along with providing exception service at fair prices, we also are extremely proud of the partnership we share with each of the communities we service. This valued partnership includes our participation in sponsoring or donating to numerus events and charities. Over the years we are proud to have supported events in the following communities;

Dearborn and Dearborn Heights, Garden City, Plymouth Township, City of Inkster, Rochester and Rochester Hills, Mt. Clemens and Macomb County, Waterford Township, Royal Oak, Clinton Township and Southfield just to name a few.

We have a complete list of communities we service under Tab #13 of our submittal for your convenience. Also, here is a list of some of the events we have provided;

- Friends of Foster Kids
- Warming Centers
- Foundations
- Golf Outings
- Event boxes for community events
- Rotary Club Dinners
- Container and equipment donations, example on succeeding two pages
- Art Festivals
- Community Parades
- Touch – A – Truck Events
- Support of Educational Excellence
- Community Spring & Fall Festivals
- Community (Dream) Cruise's
- Sponsorship of community dinners & picnic's

These are just some of the events we sponsor or participate in throughout the year in communities that we service and live in. should you need specific details on any of the information provide above we will be glad to provide upon request.



**CITY OF ROCHESTER HILLS  
OFFICE OF THE MAYOR**

**BRYAN K. BARNETT, MAYOR**

**FOR IMMEDIATE RELEASE  
January 7, 2021**

**Media Contact: Maria Willett  
[willettm@rochesterhills.org](mailto:willettm@rochesterhills.org)  
248-841-2545**

**Rochester Hills' Sister City Receives Sanitation Truck Donation**

**Rochester Hills, MI** - The Sister City of Rochester Hills, Tuzi, Montenegro, is the recipient of a 2002 25 yard Mack Rear Load sanitation truck thanks to the generosity of GFL Environmental Inc. GFL, Green For Life, became aware of the need for waste hauling assistance in the city through its relationship with Rochester Hills Mayor Bryan K. Barnett.

"It's one of the most interesting and fulfilling connections I've been able to make in my time as Mayor," stated Barnett. "I became aware of an urgent need for waste hauling support in our Sister City and wanted to find a way to help."

"I placed a call to Pat Dovigi, GFL's President and CEO, and explained the situation," said Barnett. GFL provides all solid waste and yard waste services for single-family homes in Rochester Hills.

"Pat said he'd take a look at his fleet and just a few days later, we were notified that Tuzi would be the recipient of a truck previously used for yard waste collection. Needless to say, we were thrilled to make a connection between Tuzi and GFL and even more excited for the residents in our Sister City who will now benefit from the service of this truck."

Dovigi stated, "GFL is committed to corporate and social responsibility and we were pleased to be able to help. This truck was just completing its service to GFL and it's great that another community can put it to use."

The members of St. Paul Albanian Catholic Church in Rochester Hills raised the funds necessary to transport the truck from Rochester Hills to Montenegro, located just north of Albania on the Adriatic Sea.

Nick Gjelošhaj, Mayor of Tuzi, expressed his deep appreciation. "I am so thankful for this generous donation and what it will do for our community. The need has never been greater. I am also grateful to Mayor Barnett and the City of Rochester Hills who have been a faithful, long-standing partner of ours."

"This donation is both a physical and psychological gift. Obviously, the physical donation of the truck will be of great help to Tuzi. But the truck is also a symbol to the residents that their Sister City cares about them - that others are offering their help," said Fr. Frederik Kalaj, Pastor at St. Paul Albanian Church.

Church member Frank Ivezaj stated, "I would like to again thank Mayor Barnett for his support in making the truck donation a reality. It's remarkable and extremely helpful to all of us."

GFL donated the truck in December and it will be transported to Tuzi in the weeks ahead. No taxpayer dollars were expended as a part of this unique donation.

*Established in 1984, the City of Rochester Hills is a prosperous community offering residents and businesses superior services. Voted one of the top places to live by several sources including CNNMoney magazine, Rochester Hills is committed to sustaining its position among the nation's preeminent places to*

*live, work and raise a family. Through the city's focus on health, education, and technology, the community continues to attract forward-thinking leaders and businesses.*

*GFL Environmental Inc. is a leading North American provider of diversified environmental solutions. Recognized by its signature fleet of well-maintained, bright green trucks, GFL offers a robust, consolidated and sophisticated approach to meeting our customers' environmental service requirements.*

**###**



**REFERENCES**

**MUNICIPALITIES SERVICED BY GFL ENVIRONMENTAL USA INC ALONG WITH ADDRESS, CONTACT PERSON, TITLE, PHONE NUMBER AND CONTRACT START DATE.**

**CHESTERFIELD TOWNSHIP**

**DAN ACCIAVATTI, TOWNSHIP SUPERVISOR  
47275 SUGARBUSH ROAD  
CHESTERFIELD, MI 48047  
586.949.0400  
Start Date - 01/2006**

**CITY OF ROYAL OAK \***

**GREG RASSEL, DIRECTOR OF RECREATION AND PUBLIC SERVICE  
211 WILLIAMS STREET  
ROYAL OAK, MI 48068-0064  
248.246.3313  
Start Date - 07/2007**

**BLOOMFIELD TOWNSHIP \***

**TOM TRICE, DIRECTOR OF PUBLIC WORKS  
4200 TELEGRAPH ROAD  
BLOOMFIELD HILLS, MI 48303-0489  
248.499.772  
Start Date - 07/2007**

**CITY OF FRASER**

**WAYNE O'NEAL, CITY MANAGER  
33000 GARFIELD ROAD  
FRASER, MI 48026  
586.293.3102  
Start Date - 09/2005**

**CITY OF MOUNT CLEMENS**

**JEFF WOOD, DPS DIRECTOR  
ONE CROCKER BOULEVARD  
MOUNT CLEMENS, MI 48043  
586.469.6818  
Start Date - 07/2006**



**CITY OF GROSSE POINTE WOODS**

**ROBERT E. NOVITKE, MAYOR  
20025 MACK PLAZA DRIVE  
GROSSE POINTE WOODS, MICHIGAN 48236-2397  
313.343.2440  
Start Date – 01/2008**

**CITY OF HARPER WOODS**

**RANDOLPH SKOTARCZYK, CITY MANAGER  
19617 HARPER AVENUE  
HARPER WOODS, MICHIGAN 48225-2095  
313.343.2505  
Start Date - 09/2008**

**CITY OF CENTER LINE**

**DENNIS CHAMPINE, CITY MANAGER  
7070 10 MILE ROAD  
CENTER LINE, MICHIGAN 48015  
586.757.6800  
Start Date – 09/2008**

**CITY OF GROSSE POINTE**

**PETE RANDAZZO, ASSISTANT PUBLIC SERVICE DIRECTOR  
1747 MAUMEE  
GROSSE POINTE, MICHIGAN 48230  
313.417.1180  
Start Date – 07/2009**

**CITY OF GROSSE POINTE FARMS**

**SHANE REESIDE, CITY MANAGER  
90 KERBY ROAD  
GROSSE POINTE FARMS, MICHIGAN 48236  
313.885.6600  
Start Date – 07/2009**

**CITY OF GROSSE POINTE PARK**

**DALE KRAJNIAK, CITY MANAGER  
15115 JEFFERSON  
GROSSE POINTE PARK, MICHIGAN 48230  
313.822.4266  
Start Date – 08/2011**

**VILLAGE OF GROSSE POINTE SHORES**

**BRETT SMITH, DIRECTOR OF PUBLIC WORKS  
795 LAKE SHORE ROAD  
GROSSE POINTE SHORES, MICHIGAN 48236  
313.881.0020  
Start Date – 07/2009**



**CITY OF MADISON HEIGHTS**  
**BEN MYERS, CITY MANAGER**  
**801 AJAX DRIVE**  
**MADISON HEIGHTS, MICHIGAN 48071**  
**248.589.2294**  
**Start Date – 07/2010**

**CITY OF ROCHESTER**  
**TERRY BIEDERMAN, DPS DIRECTOR**  
**1141 NORTH WILCOX**  
**ROCHESTER, MICHIGAN 48307**  
**248.651.5165**  
**Start Date – 08/2010**

**CHARTER TOWNSHIP OF CLINTON \***  
**BRIAN GIRARD, ASSISTANT SUPERINTENDENT**  
**DEPARTMENT OF PUBLIC WORKS**  
**40700 ROMEO PLANK ROAD**  
**CLINTON TOWNSHIP, MICHIGAN 48038-2900**  
**586.286.8000**  
**Start Date – 12/2010**

**CHARTER TOWNSHIP OF SHELBY**  
**RICK STATHAKIS, TOWNSHIP SUPERVISOR**  
**52700 VAN DYKE**  
**SHELBY TOWNSHIP, MICHIGAN 48316-3572**  
**586.731.5154**  
**Start Date – 07/2012**

**CHARTER TOWNSHIP OF HIGHLAND**  
**RICK HAMILL, TOWNSHIP SUPERVISOR**  
**205 N. JOHN STREET**  
**HIGHLAND, TOWNSHIP 48357**  
**248.887.3791**  
**Start Date – 11/2012**

**CITY OF KEEGO HARBOR**  
**LINDA VOLL, CITY MANAGER**  
**2025 BEECHMONT**  
**KEEGO NARBOR, MICHIGAN**  
**248.682.1930**  
**Start Date – 11/2012**

**VILLAGE OF LAKE ORION**

**CHARLOTTE PATTON, OFFICE COODINATOR  
37 EAST FLINT STREET  
LAKE ORIEN, MICHIGAN 48362-3274  
248.693.8391  
Start Date – 11/2012**

**CHARTER TOWNSHIP OF MILFORD**

**DON GREEN, TOWNSHIP SUPERVISOR  
1100 ATLANTIC STREET  
MILFORD, MICHIGAN 48381  
248.685.8731  
Start Date – 11/2012**

**VILLAGE OF MILFORD**

**CHRISTIAN WUERTH, VILLAGE MANAGER  
1100 ATLANTIC STREET  
MILFORD, MICHIGAN 48381-2001  
248.684.1515  
Start Date – 11/2012**

**CITY OF SYLVAN LAKE**

**JOHN MARTIN, CITY MANAGER  
1820 INVERNES  
SYLVAN LAKE, MICHIGAN 48320  
248.682.1440  
Start Date – 11/2012**

**CHARTER TOWNSHIP OF WEST BLOOMFIELD \***

**MARSHALL LABADIE, DEVELOPMENT SERVICES DIRECTOR  
4550 WALNUT LAKE ROAD  
WEST BLOOMFIELD, MICHIGAN 48325-0130  
248.451.4818  
Start Date – 11/2012**

**CITY OF ST. CLAIR SHORES \***

**MIKE SMITH, CITY MANAGER  
27600 JEFFERSON CIRCLE DRIVE  
ST. CLAIR SHORES, MI 48081  
586.447.3311  
Start Date – 07/2013**

**CITY OF ROSEVILLE**

**SCOTT ADKINS, CITY MANAGER  
29777 GRATIOT AVENUE  
ROSEVILLE, MI 48066  
586.445.5410  
Start Date – 07/2013**

**CITY OF EASTPOINTE**

**STEVE DUCHANE, CITY MANAGER  
23200 GRATIOT  
EASTPOINTE, MI 48021  
586.445.5016  
Start Date – 07/2013**

**CITY OF LINCOLN PARK**

**THOMAS E. KARNES, MAYOR  
1355 SOUTHFIELD  
LINCOLN PARK, MI 48146  
313.386.1800  
Start Date – 07/2013**

**CITY OF FLAT ROCK**

**MATT SYPE, DPS DIRECTOR  
25500 GIBRALTAR ROAD  
FLAT ROCK, MI  
734.782.2470  
Start Date – 10/2013**

**CITY OF DETROIT \***

**RON BRUNDIDGE, DIRECTOR  
CITY OF DETROIT – DEPARTMENT OF PUBLIC WORKS  
802 COLEMAN A. YOUNG MUNICIPAL CENTER  
DETROIT, MICHIGAN 48226  
313.224.3901  
Start Date – 05/2014**

**CITY OF SOUTHGATE**

**JOSEPH G. KUSPA, MAYOR  
14400 DIX-TELEDO HIGHWAY  
SOUTHGATE, MICHIGAN 48195  
734.258.3021  
Start Date – 07/2014**

**CHARTER TOWNSHIP OF WASHINGTON**

**DAN O'LEARY, TOWNSHIP SUPERVISOR  
57900 VAN DYKE  
WASHINGTON, MICHIGAN 48094  
586.786.0010  
Start Date – 10/2014**

**CHARTER TOWNSHIP OF ROYAL OAK**

**DONNA J. SQUALLS, TOWNSHIP SUPERVISOR  
21131 GARDEN LANE  
FERNDALE, MICHIGAN 48320  
248.547.9804  
Start Date – 07/2014**

**CITY OF ECORSE**

**DAVID FLATEN, CITY MANAGER  
3869 W. JEFFERSON AVENUE  
ECORSE, MICHIGAN 48229-1798  
313.386.2410  
Start Date – 07/2014**

**CITY OF BLOOMFIELD HILLS**

**DAVID HENDRICKSON, CITY MANAGER  
45 EAST LONG LAKE ROAD  
BLOOMFIELD HILLS, MICHIGAN 48304-2322  
248.530.1404  
Start Date – 04/2015**

**CITY OF MELVINDALE**

**RICHARD S. ORTIZ, CITY ADMINISTRATOR  
3100 OAKWOOD BOULEVARD  
MELVINDALE, MICHIGAN 48122  
313.429.1040  
Start Date – 04/2015**

**CHARTER TOWNSHIP OF CANTON \***

**TIM FASS, CANTON TOWNSHIP OPERATIONS DIRECTOR  
1150 S. CANTON CENTER ROAD  
CANTON, MICHIGAN 48188  
734.394.5160  
Start Date – 05/2015**

**CHARTER TOWNSHIP OF HARRISON**

**KENNETH J. VERKEST, TOWNSHIP SUPERVISOR  
38151 L' ANSE CRUSE  
HARRISON TOWNSHIP, MICHIGAN 48045  
586.466.1406  
Start Date – 05/2015**

**CITY OF ORCHARD LAKE VILLAGE**

**GERRY MC CALLUM, DIRECTOR OF PUBLIC SERVICES  
3955 ORCHARD LAKE ROAD  
ORCHARD LAKE, MICHIGAN 48323  
248.682.2400  
Start Date – 07/2015**

**CHARTER TOWNSHIP OF PLYMOUTH**

**PATRICK FELLRATH, PUBLIC SERVICE DIRECTOR  
9955 N. HAGGERTY ROAD  
PLYMOUTH, MICHIGAN 48170  
734.354.3270  
Start Date – 10/2015**

**MACOMB TOWNSHIP**

**JANET N. DUNN, TOWNSHIP SUPERVISOR  
54111 BROUGHTON ROAD  
MACOMB, MICHIGAN 48042  
586.992.0710  
Start Date – 10/2015**

**CITY OF WOODHAVEN**

**TIM NEIGHBORS, DPS/WATER DIRECTOR  
21869 WEST ROAD  
WOODHAVEN, MICHIGAN 48123  
734.341.7192  
Start Date – 11/2015**

**CITY OF LIVONIA\***

**BRIAN WILSON, ASSISTANT DIRECTOR OF PUBLIC WORKS  
12973 FARMINGTON ROAD  
LIVONIA, MICHIGAN 48150  
734.466.2655  
Start Date – 12/2015**

**CITY OF STERLING HEIGHTS\***

**MICHAEL MOORE, PUBLIC WORKS DIRECTOR  
7200 EIGHTEEN MILE  
STERLING HEIGHTS, MICHIGAN 48314  
586.446.2450  
Start Date – 05/201/2016**

**CITY OF SOUTHFIELD**

**JOHN MICHIRINA, ASSISTANT CITY MANAGER  
2600 EVERGREEN ROAD  
SOUTHFIELD, MICHIGAN 48076  
248.508.2615  
Start Date – July 1, 2016**

**CITY OF GARDEN CITY**

**KEVIN RONEY, DIRECTOR DPARTMENT OF PUBLIC WORKS  
31800 BEECHWOOD  
GARDEN CITY, MICHIGAN 48135  
734.793.1800  
Start Date - July 1, 2016**

**CITY OF DEARBORN HEIGHTS**

**KRISSY LASLO, CITY ADMINISTRATOR  
6045 FENTON  
DEARBORN HEIGHTS, MICHIGAN 48127  
313.791.3490  
Start Date – November 1, 2016**

**VILLAGE OF FRANKLIN**

**JAMES CREECH, VILLAGE ADMINISTRATOR**

**32325 FRANKLIN ROAD**

**FRANKLIN, MICHIGAN 48025**

**248.626.9666**

**Start Date – July 1, 2016**

**CITY OF GIBRALTAR**

**DEREK M. THIEL, CITY ADMINISTRATOR**

**29450 MUNRO AVENUE**

**GIBRALTAR, MICHIGAN 48173**

**737.676.9021**

**Start Date – September 1, 2016**

**CITY OF TAYLOR**

**KEITH BOC, DPW DIRECTOR**

**23555 GODDARD ROAD**

**NORTHVILLE, MICHIGAN 48180**

**734.374.1427**

**Start Date – June 20, 2016**

**NORTHVILLE TOWNSHIP**

**TOM CASARI, DIRECTOR OF PUBLIC SERVICES**

**44405 SIX MILE ROAD**

**NORTHVILLE, MICHIGAN 48168**

**248.662.0495**

**Start Date – February 21, 2011**

**CITY OF SOUTH LYON**

**LYNNE LADNER, CITY MANAGER**

**335 S. WARREN**

**SOUTH LYON, MICHIGAN 48178**

**248.437.1735**

**Start Date – July 1, 2013**

**CITY OF WALLED LAKE**

**CHELSEA RODGERS, ASSISTANT CITY MANAGER**

**1499 E. WEST MAPLE ROAD**

**WALLED LAKE, MICHIGAN 48390**

**248.624.4847**

**Start Date – July 1, 2013**

**CITY OF DEARBORN\***

**MARK BRACE, SENIOR BUYER  
16901 MICHIGAN AVENUE  
DEARBORN, MICHIGAN 48126  
313.943.2382  
Start Date – July 1, 2017**

**CITY OF HAZEL PARK**

**ED KLOBUCHER, CITY MANAGER  
111 EAST NINE MILE ROAD  
HAZEL PARK, MICHIGAN 48030-1892  
248.546.4060  
Start Date – July 1, 2017**

**REDFORD TOWNSHIP**

**JOHN SELMI, DIRECTOR OF PUBLIC SERVICES  
12200 BEECHDALY ROAD  
REDFORD, MICHIGAN 48239  
313.387.2641  
Start Date – July 1, 2017**

**CITY OF RIVER ROUGE**

**MICHAEL D. BOWDLER, MAYOR  
10600 W. JEFFERSON  
RIVER ROUGE, MICHIGAN 48218  
313.842.4200  
Start Date – May 16, 2017**

**CHARTER TOWNSHIP OF RICHMOND**

**CINDI GRIENIA, TOWNSHIP SUPERVISOR  
34900 SCHOOL ROAD  
RICHMOND, MICHIGAN 48062  
586.727.8998  
Start Day – January 1, 2017**

**CHARTER TOWNSHIP OF RAY**

**JOE JARZYNA, TOWNSHIP SUPERVISOR  
64255 W. WOLCOTT  
RAY, MICHIGAN 48096  
586.744.5171  
Start Date – July 31, 2017**

**CITY OF ROCHESTER HILLS**

**BOB WHITE, SUPERVISOR OF ORDINANCE SERVICES  
1000 ROCHESTER HILLS DRIVE  
ROCHESTER HILLS, MICHIGAN  
248.841.2441  
Start Date – July 31, 201**

**VILLAGE OF OXFORD**

**EVAN TEICH, VILLAGE MANAGER**

**22 W, DURDICK**

**OXFORD, MICHIGAN 48371**

**248.628.2543**

**Start Date – July 31, 2017**

**CHARTER TOWNSHIP OF WHITE LAKE**

**RIK KOWALL, TOWNSHIP SUPERVISOR**

**7525 HIGHLAND ROAD**

**WHITE LAKE, MICHIGAN**

**248.698.3300**

**Start Date – July 31, 2017**

**VILLAGE OF WOLVERINE LAKE**

**NATHAN BURD, VILLAGE ADMINISTRATOR**

**425 GLENGARY**

**WOLVERINE LAKE, MICHIGAN 48390**

**248.624.1710**

**Start Date – July 31, 2017**

**CITY OF HIGHLAND PARK**

**HUBERT YOPP, MAYOR**

**12050 WOODWARD AVENUE**

**HIGHLAND PARK, MICHIGAN 48203**

**313.252.0050**

**Start Date - July 1, 2018**

**CITY OF INKSTER**

**BYRON NOLEN, MAYOR**

**26215 TROWBRIDGE STREET**

**INKSTER, MICHIGAN 48141**

**313.563.4234**

**Start Date – July 1, 2018**

**VILLAGE OF NEW HAVEN**

**SANDRA CAZEL, VILLAGE OFFICE MANAGER**

**57775 MAIN STREET**

**NEW HAVEN, MICHIGAN 48048**

**586.749.5301**

**Start Date – October 1, 2019**

**VILLAGE OF ROMEO**

**KATHRYN TRAPP, VILLAGE CLERK**

**121 W. ST. CLAIR**

**ROMEO, MICHIGAN 48065**

**586.752.3565**

**Start Date – November 1, 2019**



**COMMERCE TOWNSHIP**

**DAVID SCOTT, TOWNSHIP SUPERVISOR  
2009 COMMERCE TOWNSHIP DRIVE  
COMMERCE TOWNSHIP, MICHIGAN 48390  
248.960.7070  
Start Date – January 1, 2020**

**ORION TOWNSHIP**

**SAMANTHA TIMKO, ASSISTANT TO THE TOWNSHIP SUPERVISOR  
2525 ROSLYN ROAD  
LAKE ORION, MICHIGAN 48360  
248.391.0340  
Start Date – January 1, 2020**

**WATERFORD TOWNSHIP\***

**BARY WALL, TOWNSHIP SUPERVISOR  
5200 CIVIC CENTER DRIVE  
WATERFORD, MICHIGAN 48329  
248.760.7339  
Start Date – March 30, 2020**

**ARBELA TOWNSHIP**

**JOSEPH WHITE, TOWNSHIP SUPERVISOR  
8935 BIRCH RUN ROAD  
MILLINGTON, MICHIGAN 48746  
989.871.2022  
Start Date – November 1, 2020**

**Note 1: An asterisk after the municipal name indicates a community of 25, 000 to 90,000 service units.**

## THE CHARTER TOWNSHIP OF COMMERCE

DAVID E. SCOTT  
SUPERVISOR  
MELISSA CREECH  
CLERK  
MOLLY B. PHILLIPS  
TREASURER

2009 TOWNSHIP DRIVE  
COMMERCE TOWNSHIP, MICHIGAN 48390  
(248) 624-0110  
www.commercetwp.com

TRUSTEES  
BOB BERKHEISER  
RICK SOVEL  
VANESSA MAGNER  
GEORGE WEBER

March 7, 2020

Please allow me the opportunity to share our satisfaction with GFL Environmental Inc. as they are the new single service trash hauling provider.

The Charter Township of Commerce following a bid process partnered with GFL to provide Township wide single hauler household trash, and yard waste collection. They have been a wealth of dependable solutions. Leading up to our transition they created, and dispersed thousands of trash & recycle collection bins embossed with the community logo. Their customer service representative that was on site was simply spectacular, and capable knowing that every call was a conflict resolution which converted to quality service and satisfaction.

GFL has provided everything that we needed immediately, but most importantly they have provided options, and opportunity for the Charter Township of Commerce to best serve its citizens. GFL has helped us think outside the box with four-day collection reducing heavy vehicle traffic flow, increased recycling collection, and provided dependable on time collection surpassing services previously provided.

GFL has exceeded expectations in assisting in finalizing the clean-up necessary with the departure of the prior provider who failed us. They have been amazing operating in our Lakes Region as no road is strait and we are nowhere near the organized grid pattern of many communities' configured in a north-south-east-west fashion due to our 28 lakes and two rivers.

At the end of the day the Customer Service is accessible, professional, informative, and simply amazing. Trucks are clean, maintained and present a professional view, the Drivers are polite, attentive, on time and responsible, the Field Supervisors are always accessible and able to handle the most complex or minor incidents, and the Administration is prompt, professional and eager to assist.

I cannot express the satisfaction and calm that GFL has delivered to the community as a service provider. We are most pleased by the community response. first Complaints no longer exist, and believe me change is hard for people to endure. The daily compliments that I receive as the Township Supervisor are wonderful, positive filled with thanks for contracting with GFL Environmental Inc.



David E. Scott

Commerce Township Supervisor



**Charter Township of Highland**

205 N. John Street  
Highland, MI 48357  
248.887.3791 p  
248.889.0988 f  
highlandtwp.net

GFLUSA  
Attn: Don Barretta  
6200 Elmridge Dr.  
Sterling Heights, MI 48313

Dear Don,

I am writing this recommendation letter for the services provided by GFLUSA. Highland Township has had a contract with GFLUSA since September 2016 and we have been a very satisfied customer.

GFLUSA has always provided great service. Their employees and management have excellent customer service skills and always deliver on their promise.

If you have any questions or need any clarifications regarding GFLUSA, please feel free to contact me through my Administrative Assistant, Karen Provo at 248-887-3791 ext. 3.

Regards,

Rick A. Hamill, Supervisor  
Charter Township of Highland

*Warm inside. Great outdoors.*



SUPERVISOR: Rick A. Hamill CLERK: Tami Flowers TREASURER: Judy Cooper  
TRUSTEES: Brian Howe, Joseph M. Salvia, Mary Pat Chynoweth, Mary L. McDonell

**BOARD OF TRUSTEES**

Gary Wall, Supervisor  
Kim Markee, Clerk  
Margaret Birch, Treasurer  
Anthony M. Bartolotta, Trustee  
John Frasca, Trustee  
Karen Joliat, Trustee  
Steven Thomas, Trustee



**Gary Wall**  
Township Supervisor

5200 Civic Center Drive  
Waterford, Michigan 48329-3773  
Telephone: (248) 674-6201 Fax: (248) 674-5451  
gwall@waterfordmi.gov

March 17, 2020

Re: GFL Residential Curbside Collection

To Whom It May Concern,

As a primary point of contact in the Township Supervisor's office working directly with the public on a daily basis, I'd like to commend GFL Environmental and specifically Thomas Drinnon and his team for the exceptional job they performed for Waterford Township and its residents when we faced a near crisis situation related to our residential waste hauling program this past Fall.

You may be aware that in October 2019 Waterford's largest residential hauler Advanced Disposal made the decision to discontinue servicing approximately 11,000 residents with less than 2 week's notice leaving them with no curbside refuse collection options as no other haulers were accepting new customers at the time. GFL made special accommodations to take on this mass influx of new Waterford customers nearly 5 months ahead of the contract under which they would become our designated hauler.

In a very difficult time, GFL staff from management, to customer service, to drivers and collectors stepped up to the plate and did everything it took to make sure Waterford was covered in our time of need.

The professionalism and solidarity was exceptional. Personally, I commend Thomas and his team as our "boots on the ground" making sure we were taken care of in every way they could. Thomas has been a delight to deal with and every time I bring a concern to him, it is resolved quickly and to everyone's satisfaction.

With our sincere gratitude,

Shelly Schloss  
Executive Assistant to the Waterford Township Supervisor

**With us there are no boundaries**

Charter Township of  
*West Bloomfield*

Office of the Supervisor

Steven Kaplan, Supervisor  
Charter Township of West Bloomfield  
(248) 409-1581  
(248) 410-0919 (C)

Kris D'Arcy  
Executive Assistant  
(248) 451-4845

March 4, 2020

GFL Environmental USA, Inc.  
6200 Elmridge Drive  
Sterling Heights, MI 48313

To Whom it May Concern:

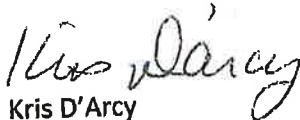
West Bloomfield Township has contracted with GFL Environmental USA for a three-year single waste hauler term, followed by two, two-year extension opportunities. The Township, which consists of roughly 22,000 homes, is very pleased with the services it has received from GFL Environmental USA, Inc. We have been impressed with their timely response to our calls and emails, and the number of customer issues is minimal. I would recommend GFL Environmental USA, Inc. to other municipalities looking for a waste hauling service.

If I can be of any further assistance, contact me at 248-409-1581.

Sincerely,



Steven Kaplan  
West Bloomfield Township Supervisor



Kris D'Arcy  
Executive Assistant



Rik Kowall, Supervisor  
Terry Lilley, Clerk  
Mike Roman, Treasurer



Trustees  
Scott Ruggles  
Michael Powell  
Andrea C. Voorheis  
Liz Fessler Smith

## WHITE LAKE TOWNSHIP

7525 Highland Road • White Lake, Michigan 48383-2900 • (248) 698-3300 • [www.whitelaketwp.com](http://www.whitelaketwp.com)

March 3, 2020

To Whom It May Concern:

GFL has been wonderful since taking over for Republic Services in the summer of 2017. We have had very few calls to the township since the transition. Most of the calls we get are from residents inquiring about how to get a replacement garbage can and/or recycling bin, asking when yard waste pick-up begins and ends, or they're calling to schedule a bulk pickup. They're usually thrilled to find out they don't need to call ahead for bulk anymore! The few complaints we've had – from missed pick-ups to trash/recycling on the roadway – have been promptly resolved.

Jeff VanEtten, in particular, is the best! He is readily available if we ever have any questions or if we need to alert him to any resident calls. He goes above and beyond to assist our residents; even helping little old ladies get their bulk items or yard waste to the curb! He is great about communicating with us to let us know of issues before they arise. For example, if a truck will be delayed (breaks down) or cannot make it to a stop (road is blocked), Jeff communicates it to us before we start getting calls from residents. I don't know what we'd do without him; so give him as many raises as necessary to keep him around!

The Customer Care Center seems to have improved since our last review in October. We hardly get any calls complaining about the wait time to speak with a representative, nor are residents calling to tell us that a GFL agent tried to charge them \$75 for a replacement can. This is a great improvement over the last two years, well done.

The only critique we have for the local GFL crew (which we realize has been in some transition with Commerce and Waterford both starting service with GFL at the beginning of the year) is that we would like to see them consistently tagging items if they can't pick them up for some reason. Occasionally a resident will put out an item that can't be taken away, because it's too large (long basketball hoop/pole) or is not allowed (hazardous waste, tires, large tree stumps, etc.). The drivers sometimes forget to tag the items to let the resident know why it wasn't taken away, then we get calls from residents who think their pick-up was missed. If the items were tagged with instructions – "basketball pole must be cut down to size" or "oil-based paint must be disposed of as hazardous waste" – it would be appreciated.

We hope this review helps you with any future training. GFL has been, overall, wonderful in White Lake. Keep up the good work.

*Sincerely,*

*White Lake Township staff*



March 3, 2020

To whom it may concern:

This letter is to provide a professional reference for GFL Environmental – Royal Oak’s refuse contractor.

Our experience with GFL has been positive – both from the perspective of city administrators and from the overall level of satisfaction expressed by the city’s residents. Not only does GFL consistently perform to the expectations and obligations presented in the contract, it frequently exceeds them in providing refuse service to Royal Oak.

GFL’s staff is responsive to special requests and is always willing to provide assistance in addressing challenges. During unprecedented flooding in the summer of 2014, GLF proved themselves to be a critical response asset, promptly disposing of vast quantities of flood-damaged household goods.

I am pleased to provide this positive reference for GLF and would be happy to further elaborate on our experiences – please feel free to contact me – 248.246.3313.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Filipski'.

Aaron J. Filipski  
Director - Public Services and Recreation



## CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive  
Grosse Pointe Woods, Michigan 48236-2397

October 16, 2019

To whom it may concern,

The City of Grosse Pointe Woods, Department of Public Services, is satisfied with the service we receive from Chauncey Batiste, our assigned Green For Life route supervisor. He reports to our office every morning. Mr. Batiste is always available to take our calls concerning complaints. He makes sure all missed trash, recycling and compost are picked up in a timely manner.

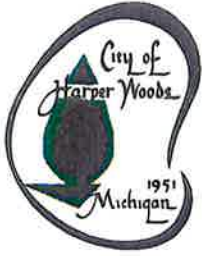
With that being said, our department receives multiple complaints about Green For Life's ability to complete the designated route every day.

If you have any questions, feel free to contact me at (313) 343-2460.

Sincerely,

Frank Schulte  
Director of Pubic Services  
Department of Public Works





DEPARTMENT OF PUBLIC WORKS  
19600 E. EIGHT MILE RD. • HARPER WOODS, MICHIGAN 48225-1139

---

Telephone : 313.343.2570

Fax : 313.343.2572

harperwoodsdpw@gmail.com

October 16, 2019

To whom it may concern,

The following observations and comments are relative of the level of service provided by (GFL) Green for Life, for pick up of residential household trash. It would seem that GFL has faced some challenges providing consistent, satisfactory pick up service for a period of time. Specifically, completing the daily routes in a timely manner earlier this year. Trucks were on the road until 7:00 P.M. and later. Some routes went unfinished and picked up the following day. In some instances, compost pick up was delayed for several days. We have bag and can service for both household trash and compost. Complaints from residents were investigated and it would seem that in some cases the drivers /loader exercised poor judgment in not picking up trash. We do explain to our residents that a move out of furniture, blvd. full, building materials and some other items require a special pick provided by the City for a fee. To that end, DPW employees write violation notices to resident advising them as such. The route supervisor, Chauncey Batiste also tags items to notify residents that materials require a special pick up.

It has also been observed the loaders are hasty and, in some cases, careless with the placement of cans after they have been emptied. I can appreciate expedience in completing a job but not at the sacrifice of quality service. There really is no excuse for debris left in the street, ie, grass clippings, glass or any other debris that may miss the hopper and spill out when cycling the compactor.

One extremely bright spot and redeeming factor for GFL is the dedication and oversight provided by Mr. Chauncey Batiste. The supervisor overseeing operations in our city works tirelessly to investigate, respond and take corrective action when necessary to get the job done. The challenges that GLF faces of manpower, equipment issues, or maybe in some cases, lack of resources, is offset by his dedication and loyalty to your company to garner customer satisfaction.

Respectfully,

  
William Snyder, Superintendent of Public Works



# City of Madison Heights, Michigan

**City Hall Municipal Offices**  
300 W. Thirteen Mile Road  
Madison Heights, MI 48071

**Department of Public Services**  
801 Ajax Drive  
Madison Heights, MI 48071

**Fire Department**  
31313 Brush Street  
Madison Heights, MI 48071

**Police Department**  
280 W. Thirteen Mile Road  
Madison Heights, MI 48071

[www.madison-heights.org](http://www.madison-heights.org)

March 6, 2020

GFL - Michigan Office  
26999 Central Park Boulevard, Suite 200  
Southfield, MI 48076

To Whom It May Concern:

Doug Jones has shown exemplary dedication to his role as a GFL Supervisor. With his lead, our office staff has seen a decrease in complaint call volume in the last year. He strives for perfection and pushes his supporting employees to work at their best. If there is an issue of any nature in regards to service, he will make it right. He has also helped motivate his staff to be consistent with their early finish times. While he is off duty, Doug answers emails, text messages and tries his best to post helpful answers to our residents directly on social media. His work ethic is impeccable and awe-inspiring, his willingness to compromise in difficult situations are great examples to those he leads. We are grateful to be able to depend on him to get the job done!

As a reflection of GFL as a whole – during the flood of 2014 the organization went above and beyond the call of duty. Employees stayed late into the night trying to assist our residents during a very traumatic and devastating time. GFL offered to remove anything they could haul even if those items were not on the list of normally picked up waste. During a time of need, GFL's services were invaluable. We would not have recovered as soon as we did without their help.

In conclusion, the City of Madison Heights Department of Public Services office staff is happy with the services provided by GFL and the dedication that is evident in their supervisor.

Best Regards,

Sakinna T. Robinson  
Administrative Assistant  
City of Madison Heights Department of Public Services

**Area Code (248)**

Active Adult Center .....	545-3464	Finance .....	583-0846	Mayor & City Council .....	583-0829
Assessing.....	858-0776	Fire Department .....	583-3605	Nature Center.....	585-0100
City Clerk .....	583-0826	43rd District Court .....	583-1800	Police Department .....	585-2100
City Manager.....	583-0829	Human Resources.....	583-0828	Purchasing .....	837-2602
Community Development.....	583-0831	Library .....	588-7763	Recreation .....	589-2294
Department of Public Services .....	589-2294			Water & Treasurer .....	583-0845



# City of Hazel Park

Department of Public Works  
24211 Couzens, Hazel Park, MI 48030  
PH - 248.542.0340      FX - 248.414.5957

---

October 16, 2019

Re: GFL Review

The City of Hazel Park has recently changed from one day a week residential pick up to five day a week pick up. The results in this change have been very positive. The routes are completed in a timely manner and residential complaints are minimal. I would like to commend GFL Foreman Doug Jones for doing a good job, Doug checks with our office daily and he always tries to address issues in a timely matter. In Hazel Park we ask that empty cans be placed on the parkway and not the road as these are the street sweeper routes, this has been an issue in the past but seems to be under control at this time. Keep up the good work.

Thank you

A handwritten signature in black ink, appearing to read 'Thomas W. Jones'.

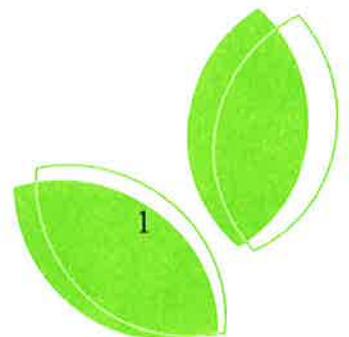
Thomas Jones, CPM  
Department of Public Works  
Superintendent  
Cell 248 521-4743

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**GFL ENVIRONMENTAL USA INC CURRENTLY PROVIDES A COMPLETE AND COMPREHENSIVE RECYCLING PROGRAM FOR THE FOLLOWING COMMUNITIES;**

- **ARBELA TOWNSHIP**
- **CHARTER TOWNSHIP OF BLOOMFIELD**
- **CITY OF BLOOMFIELD HILLS**
- **CHARTER TOWNSHIP OF CANTON**
- **CHARTER TOWNSHIP OF CHESTERFIELD**
- **CHARTER TOWNSHIP OF CLINTON**
- **CITY OF CENTER LINE**
- **COMMERCE TOWNSHIP**
- **CITY OF DEARBORN**
- **CITY OF DEARBORN HEIGHTS**
- **CITY OF DETROIT**
- **CITY OF EASTPOINTE**
- **VILLAGE OF FRANKLIN**
- **CITY OF FRASER**
- **CITY OF FLAT ROCK**
- **CITY OF GARDEN CITY**
- **CITY OF GIBRALTAR**



- **CITY OF GROSSE POINTE**
- **CITY OF GROSSE POINTE FARMS**
- **CITY OF GROSSE POINTE PARK**
- **CITY OF GROSSE POINTE WOODS**
- **VILLAGE OF GROSSE POINTE SHORES**
- **CHARTER TOWNSHIP OF HARRISON**
- **CITY OF HAZEL PARK**
- **CHARTER TOWNSHIP OF HIGHLAND**
- **CITY OF LINCOLN PARK**
- **CITY OF INKSTER**
- **CITY OF KEEGO HARBOR**
- **VILLAGE OF LAKE ORION**
- **CITY OF LIVONIA**
- **CITY OF MADISON HEIGHTS**
- **MACOMB TOWNSHIP**
- **CHARTER TOWNSHIP OF MILFORD**
- **CITY OF MELVINDALE**
- **VILLAGE OF MILFORD**
- **CITY OF MOUNT CLEMENS**
- **VILLAGE OF NEW HAVEN**
- **CHARTER TOWNSHIP OF NORTHVILLE**
- **CITY OF ORCHARD LAKE VILLAGE**

- **ORION TOWNSHIP**
- **VILLAGE OF OXFORD**
- **CHARTER TOWNSHIP OF PLYMOUTH**
- **CHARTER TOWNSHIP OF REDFORD**
- **CHARTER TOWNSHIP OF RICHMOND**
- **CITY OF ROCHESTER**
- **CITY OF ROCHESTER HILLS**
- **VILLAGE OF ROMEO**
- **CITY OF ROSEVILLE**
- **CITY OF ROYAL OAK**
- **CHARTER TOWNSHIP OF SHELBY**
- **CITY OF SOUTHFIELD**
- **CITY OF SOUTHGATE**
- **CITY OF SOUTH LYON**
- **CITY OF St. CLAIR SHORES**
- **CITY OF STERLING HEIGHTS**
- **CITY OF SYLVAN LAKE**
- **CHARTER TOWNSHIP OF TAYLOR**
- **CITY OF WALLED LAKE**
- **CHARTER TOWNSHIP OF WASHINGTON**
- **CHARTER TOWNSHIP OF WEST BLOOMFIELD**

- **WATERFORD TOWNSHIP**
- **CITY OF WOODHAVEN**



## **City of Novi**

### **RFP # 01042021 – Residential Solid Waste Services**

#### **GFL - Disposal Sites**

Should GFL Environmental USA Inc (GFL) be awarded the City of Novi Solid Waste and Disposal Contract, the following disposal and processing sites will be utilized.

#### **Solid Waste**

- GFL - Arbor Hills Landfill  
10690 West Six Mike Road  
Northville, Michigan 48167

#### **Yard Waste**

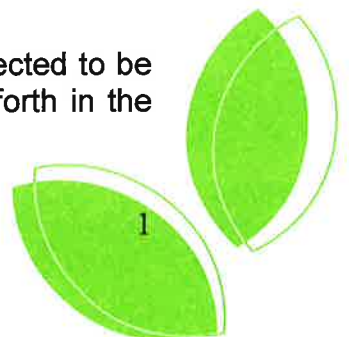
- GFL - Newark Aggregate and Landscape Supply  
190 W. Newark Road  
Lapeer, Michigan 48446-9445
- GFL will accept yard waste in 32-35-gallon metal or plastic containers marked compost and/or in biodegradable paper bags. Our Wayne location is a drop off site and transferred to Newark Aggregate and Landscape Supply for processing.

#### **Recyclables**

- RRRSOC  
20000 W. 8 Mile Road  
Southfield, Michigan 48075

**Note 1:** The disposal and processing sites listed above meet the requirements contained in the City of Novi bid document, are financially sound and meet all environmental laws and regulations.

They also, 1) have the capacity to accept the volume of material expected to be generated in Novi, and 2) meet the length of time requirements set forth in the bid document for the original five-year term and any renewal period.





**Note 2:** At any time during the selection process, GFL is considered a candidate to be awarded the City of Novi residential solid waste and disposal contract, we would at that time provide the City with any additional information directly related to our disposal and processing sites.



**Why choose  
GFL Environmental?**



# Leadership

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**Since GFL entered the U.S. market in 2016 we have grown to be the third largest solid waste/environmental company in the United States.**

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**GFL is the largest provider of household solid waste, recycling, yard waste and bulk collection services in Southeastern Michigan.**

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**This has been accomplished through continued process improvement, communication, and a loyal commitment to service.**

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**All our GFL employees, from our regional vice president to our frontline drivers and loaders, are here to diligently serve you.**



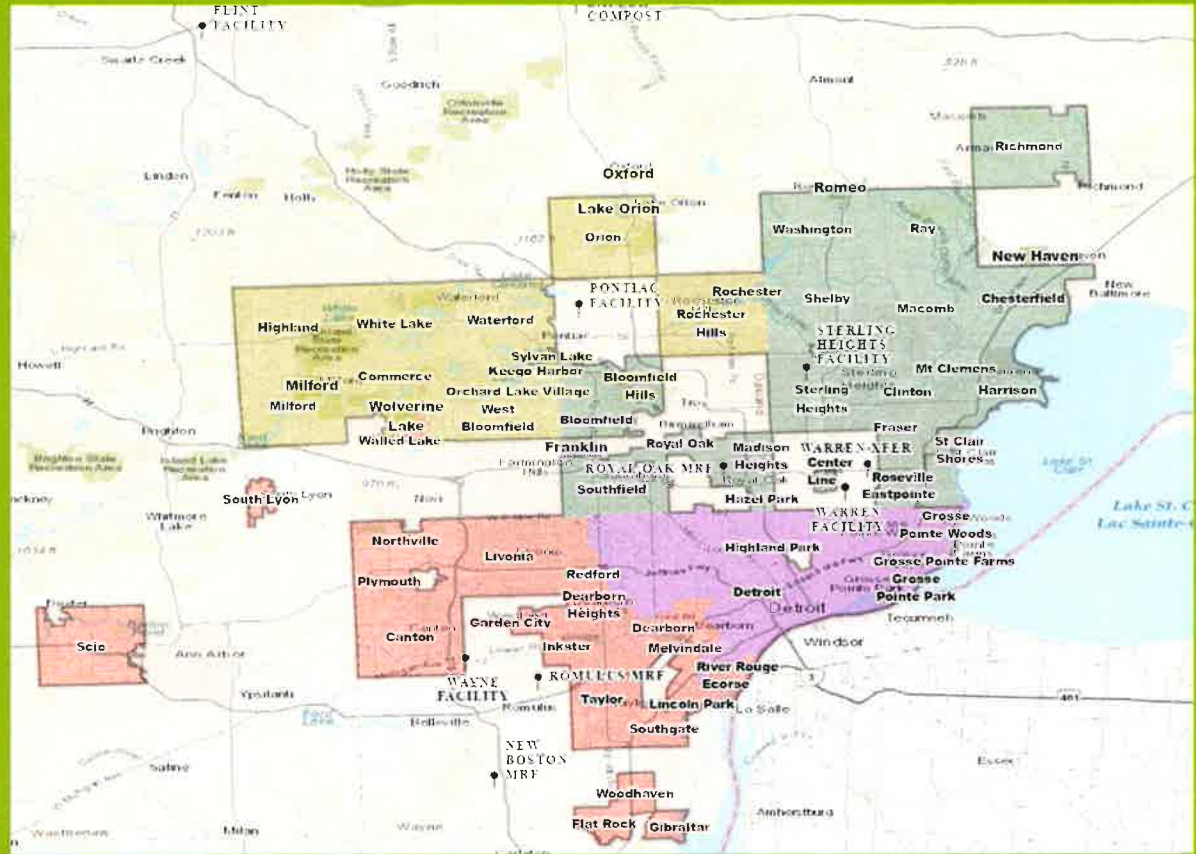
# Southeast Michigan Stats

Residential Contacts  
**71**

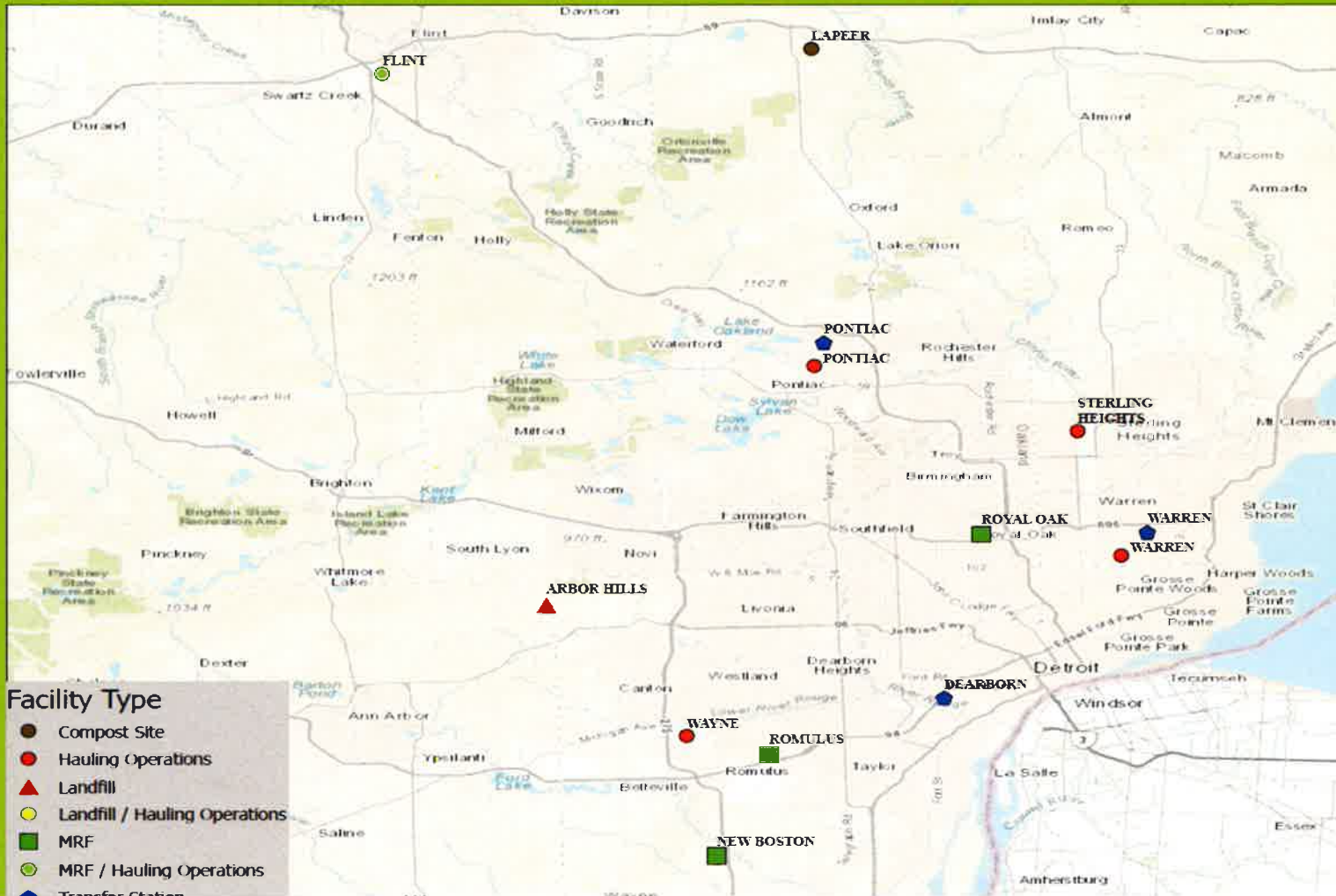
HOA & Subscription Customers  
**53,250**

Homes Served per Week  
**853,783**

Homes Served per Day  
**170,757**



# Michigan Hauling Overview





# Safety First



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**GFL places the highest priority on the safety of its employees and to the communities they serve.**

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**GFL has adopted robust safety training programs to achieve its safety goals, including a thorough onboarding process, regular training, evaluations and support at every level of the organization.**

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**Local Safety Compliance Officer  
Brian Fritz**



# Fleet Specs

Average Age of Trucks  
**6.4 yrs**

Local Fleet Count  
Sterling Heights Location

**300+**

Pontiac Location

**120+**

Regional Support Fleet Count  
over **1,000**





# Customer Service

**Local Customer Service**  
30+ CSRs in Southfield, MI  
With knowledge of individual  
communities service standards



## Supervisors

Designated to Each Community  
Daily Check-Ins  
Q-Alert Tablets  
Direct Email & Cell Phones



**Q-Alert System**  
Real-Time Customer Service







# Q-Alert Advantage

**Citizen request management software that advances, customer service, increases resolution efficiency and effectiveness, and measures performance.**

Settings Search for locations Find Near Map Center

Missed Pickup  
40852 Justin Dr Sterling Heights

Search Requests Views New Request

Request #	Address	Date/Time
768596	40852 Justin Dr Sterling Heights	4/24/20, 12:40 PM

Comments Private Notes

**Q-Alert**

Request History

Settings Search for locations Find Near Map Center

Missed Pickup

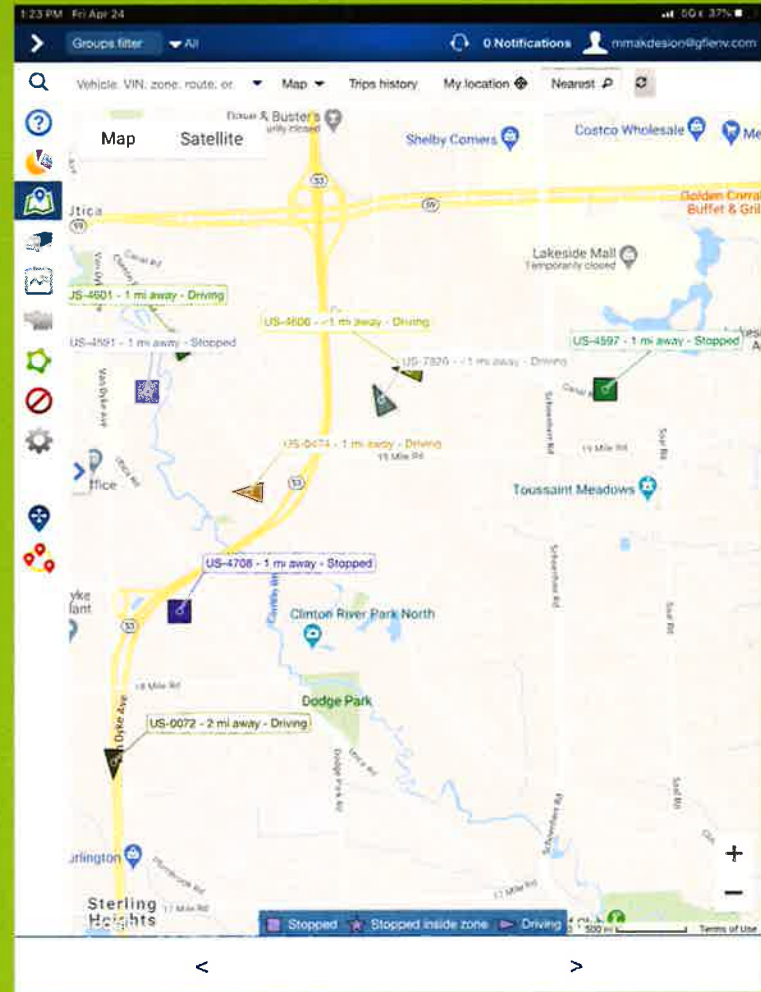
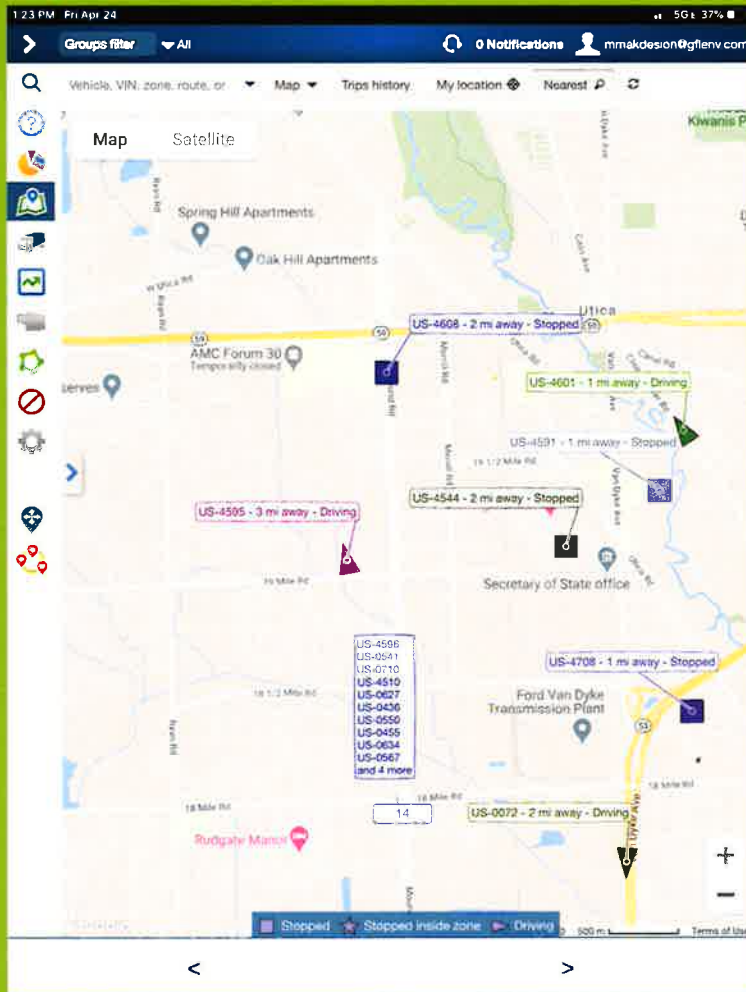
Search Requests Views New Request

Request #	Address	Date/Time
768585	3589 Mann Rd Clarkston	4/24/20, 12:38 PM
768549	2160 Odette Dr Waterford Township	4/24/20, 11:34 AM
768544	3389 SHAWNEE LN Waterford Township	4/24/20, 11:34 AM
768523	2259 Oxley Dr Waterford Township	4/24/20, 11:04 AM
768489	2946 COTTONWOOD DR Waterford Township	4/24/20, 10:38 AM
768447	2983 SHAWNEE LN Waterford Township	4/24/20, 9:33 AM
768365	2740 ELSINORE DR Waterford Township	4/24/20, 8:37 AM
768282	489 MARION AVE Waterford Township	4/22/20, 5:32 PM

Comments Private Notes

Request History

# GeoTab Mobile GPS Tracking





# Hauling Operation Facilities:

**Southeast  
Michigan  
Locations**

**Sterling Heights**

**Pontiac**

**Wayne**

**Flint**



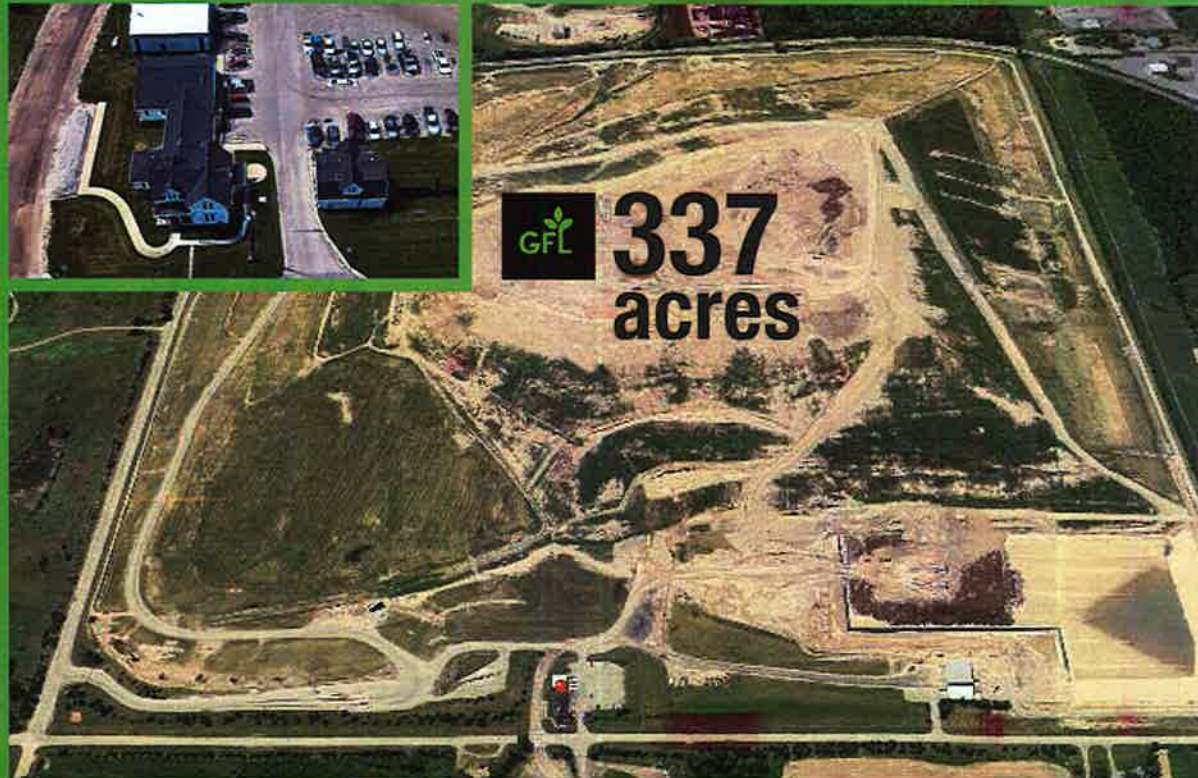


# Arbor Hills Landfill Northville, Michigan

Owned and operated by  
GFL Environmental

Annually accepting over  
4 million cubic yards of  
non-hazardous, municipal,  
industrial, and construction/  
demolition solid waste.

Collects and directs the  
landfill gas for the purpose  
of energy generation





# Material Recovery Facilities / MRF

**GFL is the only hauler in Southeast Michigan to both own and operate their own recycle processing centers**



**Locations in New Boston, Flint, Romulus, Royal Oak and Battle Creek**





# Compost Processing Site

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**GFL is the only hauler in Southeast Michigan to both own and operate their own compost processing site.**

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**Our 240 acre site in Lapeer, Michigan processes the yard waste collected from all 71 contracted communities.**

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**Processing 100,000 tons of finished product a year.**





# Questions?

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**We have the answers**



# Thank you for considering GFL

## Contact Info

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Local Contact Emails:

[dbarretta@gflenv.com](mailto:dbarretta@gflenv.com)

[qram@gflenv.com](mailto:qram@gflenv.com)

[LBerardicurti@gflenv.com](mailto:LBerardicurti@gflenv.com)

[jgomez@gflenv.com](mailto:jgomez@gflenv.com)

[mvannatter@gflenv.com](mailto:mvannatter@gflenv.com)

**1.844.GO.GFLUSA**

464.3587



Website **GFLenv.com**





## **CITY OF NOVI**

### **RFP-01042021 – Solid Waste Collection Services**

### **GFL Environmental USA Inc - Alternate Proposal 1**

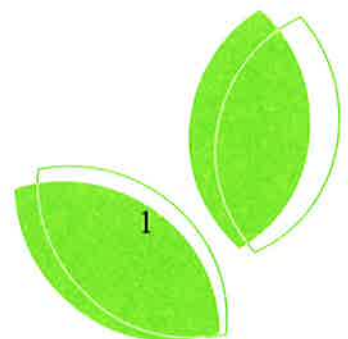
#### **Recycling Incentive Program**

**“GFL REWARDS FOR RECYCLING” – GFL has made available to the City of Novi a top of the line Recycling Rewards Program that compensates residents for their increased recycling efforts. Our rewards program is available to all residents in Novi as a courtesy, there are no additional charges. This very exciting program has a face value of \$0.35 per unit per month.**

**Please see the succeeding three (3) pages for an overview of the program.**

**Five (5) year contract with option to extend for an additional three year period.**

**CONTRACT PERIOD – Five year agreement starting July 1, 2021 with option to renew for an additional three year period. Also, all other services outlined in the City of Novi bid document would remain as stated.**

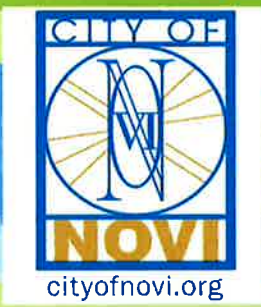




Get Rewarded for Recycling at Home!

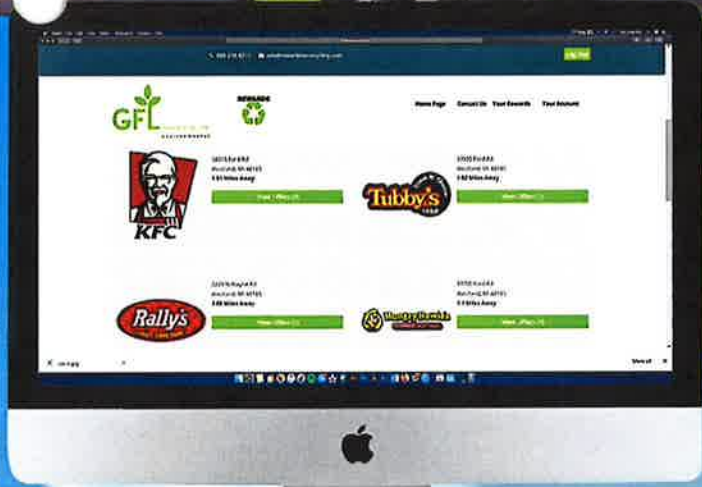
GFLUSARewards.com 888.234.8211

Our Recycling Rewards Program Offers Great Savings to Active Recyclers. Start Your Account Today and Get Paid Back for Recycling!



Now Serving City of Novi

Getting Started: To activate your free account, log on to GFLUSARewards.com and click the Activate button and follow the instructions. Every time you recycle you will be given access to hundreds of valuable savings from local and national businesses.



Many great offers such as these are currently available for active recycling rewards members!

Activate your free account and get rewards today.

Report Your Recycling: GFL Enviromental is rewarding the residents in your community just for recycling! Each time you place your recycling out to be collected, log in to your account, and click the Report Recycling button. Once we know your household is an active recycler, savings and prizes are available for you to print from your home computer.



Every single business in your community can advertise with a coupon on our website! Be sure to spread the word at all your favorite businesses! To place a coupon on this website please contact our program partner, Rewards for Recycling at info@RewardsForRecycling.com

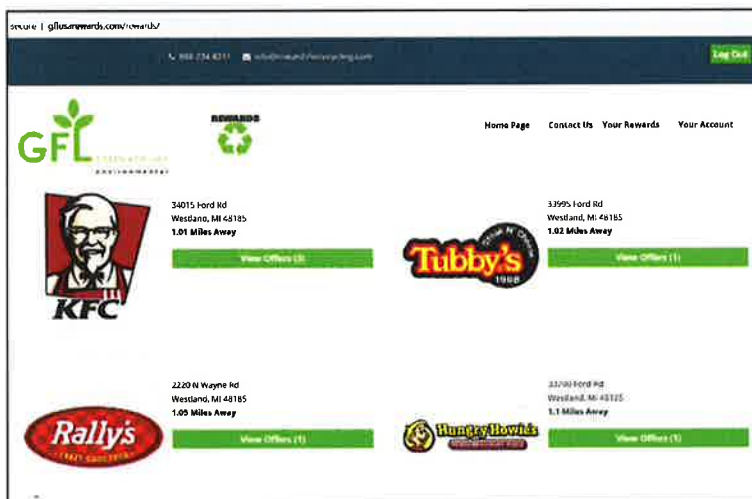


# GFL Rewards Delivers Value!

Over the past several years, the GFL Rewards program has given away over **15,000+** promotional items designed to encourage household recycling and to promote the program website, [GFLUSARewards.com](http://GFLUSARewards.com)



- ◆ Reusable Grocery Totes
- ◆ Backpacks for Students
- ◆ Recycling Educational Materials
- ◆ Program Promotional Gifts
- ◆ Gift Card Give-A-Ways



In addition, resident members have redeemed literally **Tens of Thousands of Dollars** in coupon value from the rewards program.

- ◆ 704,520 Website Page Views average of 58,710 per month
- ◆ 24,648 Coupons Redeemed averaging 2054 per month

Currently there are over 2000 business listings for discount offers in greater Novi area alone.

*Engage your Residents, Deliver Value and Results!*

## GFL Rewards Program Value:



The GFL Rewards program was designed to be uniquely different from competing programs, specifically in the area of delivering value back to the communities we serve. From the initial localized branding and imaging, to the nearly instant gratification delivering of value to the residents, GFL Rewards becomes the local program communities are looking for.

Partnered with Rewards for Recycling, GFL Rewards begins delivering value from the very start. We are a turnkey program that is ready to launch within 90 days of agreement. We are not breaking new ground and creating a brand new concept... This is what we do and the program is active and successful today in over 40 markets across the United States.

GFL Rewards continues to promote the program through email marketing and strives to maintain great value back to your residents. With the GFL Rewards program, active members can, and do receive \$300-\$400 in savings each year or more. This “*rewards for all*” format has proven to be infinitely more successful than the awarding of random prizes on a periodic basis. Residents are in control of the value they receive.

Value to local businesses comes in the form of a positive venue for promoting their offers and services to the program members. GFL Rewards has received multiple notes of praise from participating businesses claiming that their offers in the program delivered more traffic than other standard forms of advertising that cost them thousands of dollars. Businesses also receive positive goodwill from showing their community they are part of the recycling initiative.

One of the real additional values delivered by the program is access to the data that is acquired. All information received, e-mail addresses, passwords and customer activity is ***Privacy Protected*** and *never* shared with any other party. As our client, however, the City of Novi will have access to our e-mail database through our offices. Very few municipalities have e-mail addresses of their residents. Usually within the first year, the program is able to generate e-mail addresses for up to 40% of the market. When the city wants to deliver community information such as a special collection date or community festival, GFL Rewards can implement an e-mail marketing campaign for them at no additional cost.

Last but certainly not least, is the value of the waste diversion. Markets that have adopted the GFL Rewards program have seen marked growth in this area. Communities have seen curbside recycling participation grow considerably and with continued value to residents continue to grow for years.

## Environmental

**Rehrig Pacific  
Company**  
Since 1913

Proven to withstand the rigors of today's collection systems, Rehrig Pacific's **HuskyLite Roll-out Carts** are setting new industry standards for durability and efficiency. Available in 18 gallon through 95 gallon models, for nearly any curbside application, these carts roll easily even with heavy loads. The continuous one-piece handle provides a strong gripping area and the wide wheelbase makes maneuvering easy.

HuskyLite carts are flexible, yet hold their shape even after years of service. A reinforced top lip adds strength and rigidity as do the double drag rail and reinforced bottom. The specially designed wide ground-hugging base helps keep these carts upright and stable.

Options for the Roll-out Carts include internal and external locking lids, which can be made with slots for collecting confidential documents or cutouts for recyclable beverage containers. Wheel options include blow-molded wheels or quiet treaded snap-on wheels that install in seconds.

Roll-out Carts are shipped with lids already attached, saving additional assembly time.

# Rehrig Pacific Roll-out Carts



ROC-65NB

ROC-35MB

ROC-18 / 20



ROC-95NB

ROC-95U

ROC-95FA





# Rehrig Pacific Roll-out Carts

## Product Information

Dimensions <sup>1</sup> (in.)	ROC-18/20	ROC-35 <sup>3</sup>	ROC-65	ROC-95
Height w/Lid	32.60	39.13	40.58	45.13
Width	19.80	20.20	26.70	28.50
Depth	18.00	22.98	28.11	33.73
ANSI Load Rating <sup>2</sup> (lb.)	70.00	122.50	227.50	332.50

Truckload Quantities:	ROC-18	ROC-20	ROC-35	ROC-65	ROC-95
Stack Size	7 high	Inquire	9 high	9 high	8/9 high
48' Trailer	770	Inquire	864	504	384/432
53' Trailer	875	Inquire	1,080	648	432/486

<sup>1</sup> Dimensions vary depending on wheel and lid options

<sup>2</sup> ANSI Z245.30 - 2008

<sup>3</sup> 20 gallon insert available

### Roll-Out Carts

#### Features and Options

- For Semi-Automated or Automated Collection of Household Refuse, Recyclables and Organic Wastes
- Universal Cart Models Available in All Sizes; Fully-Automated ROC-95FA Cart also Available
- Constructed of High Quality, Resilient UV-Stabilized HDPE Resin. Available in a Wide Range of Colors.
- Rotating Metal or Molded-In Catch Bars
- Hot-Stamp Branding of Logos and Recycling Slogans; Bar Coding, Sequential Numbering and Multi-Color In-Mold Labeling Options
- RFID Integration Available for Use in Asset and Participation Tracking Programs
- Divider Option for Two-Stream Collection
- Optional European Lip
- Lid Cutouts for Recyclables Available
- Lid Opening Options Include 90° or 110° Stops
- Blow Molded or Quiet Tread Wheels Available in Cotter Pin, End Cap or Snap-on Styles
- Optional Features for Confidential Document Destruction Carts:
  - Lids with Internal Key Lock or External Tongue Plate and Padlock
  - Slotted Openings with Anti-Fish Option
- See Organic Waste Container Specification Sheet for Additional Features and Options



ROC-18 Carts Stacked



European Lip



Branded ID Numl and Bar Code



Gravity Lock



Internal Lock with Key



External Lock (padlock not included)



Multi-Color In-Mold Label (I.M.L.)



Optional Openings for Recyclables



Optional 90° or 110° Lid Stops

### A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Headquarters: 4010 East 26th Street Los Angeles, California 90058 (323) 262-5145 (800) 421-6244 FAX: (323) 269-8506  
 Erie, PA (800) 458-0403 • Atlanta, GA (800) 241-9693 • Dallas, TX (800) 426-9189 • Kenosha, WI (800) 934-3312  
 De Soto, KS (866) 265-4108 • Orlando, FL (800) 998-2525 • Canada (877) 456-8094 • Mexico +52 (442) 296-2000

[www.rehrigpacific.com](http://www.rehrigpacific.com) • [info@rehrigpacific.com](mailto:info@rehrigpacific.com)

ORIGINAL

City of Novi  
Attn: Finance Department  
45175 Ten Mile Road  
Novi, Michigan 48375

"Request for Proposals to Provide Refuse, Recyclable and  
Yard Waste Collection and Disposal Services"

Due Date: Thursday, February 4, 2021 at 2.00 pm EST

GFL Environmental USA Inc  
26999 Central Park Blvd., Suite 200  
Southfield, Michigan 48076-4145

844.464.3587  
[www.gflusa.com](http://www.gflusa.com)

12:17  
2/4/21  


**AGREEMENT BY AND BETWEEN THE  
CITY OF NOVI AND GFL ENVIRONMENTAL USA, INC.**

**1. PARTIES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of March, 2021, by and between the City of Novi, a Michigan municipal corporation, whose offices are located at 45175 Ten Mile Road, Novi, Michigan 48375 (“City”) and GFL Environmental USA, Inc., a Delaware Corporation, whose offices are located at 26999 Central Park Blvd., Suite 200, Southfield, Michigan 48076 (“Contractor”). City and Contractor may be referred to jointly as “the Parties”.

**2. GENERAL PROVISIONS**

**2.1 Term**

The initial term of the contract is for eight(8) years commencing on July 1, 2021 and ending June 30, 2029. The City or Contractor shall give written notice of its intention or desire to extend the Agreement no later than one hundred ninety (190) days prior to the expiration of the Agreement.

**2.2 Contract Documents**

This Agreement includes the following Exhibits which are attached and incorporated into the Agreement:

- Exhibit I: Municipal Locations
- Exhibit II: RRRASOC Delivery Standards (Requirements for Recyclable Materials)
- Exhibit III: Performance Bond

**2.3 Customer Communications and Complaint Handling Procedure**

The Contractor shall designate and dedicate a manager to supervise all work and operations to be performed under this contract. Said manager shall have substantial experience in the management and operation of refuse, recyclable and yard waste collection and disposal systems for a similar size service area.

The Contractor shall always have at least one (1) full-time field supervisor on duty, exclusively assigned to and approved by the City. The field supervisor shall familiarize him/herself with all service stops under contract. The field supervisor shall make at least one daily in person check with the City to assure pick-ups are made as scheduled, and to review any open complaints.

The Contractor shall maintain an office for the administration and receipt of customer service calls and complaints. Such office shall be open and available for such calls Monday through Friday of each week from 7:00 a.m. to 6 p.m., local time. Such office shall contain a local telephone number available to receive all service complaints, which shall be logged. The Contractor shall provide at least one (1) full-time customer service representative in said office during all hours of operation to take care of complaints, receive orders for special pickup service, or to receive instructions. The



customer service representative will be housed at a City facility for three (3) months at the beginning of the contract to commence on a date to be determined by the City.

The field supervisor will generally have until the end of the day to resolve complaints, with a maximum time limit of 24 hours from the receipt of the complaint. The complaint resolution action will be logged no later than the next business day. Any complaint not closed-out during the required period will be noted and reviewed by the City, or its designee, to determine if liquidated damages are appropriate.

A written monthly report must be supplied to the City, or made accessible in compatible electronic format, via email or Internet, indicating the complaints and special requests made to the Contractor. Further, the City retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the City.

The Contractor shall ensure that the field supervisor is equipped with a fully functional cellular telephone by which the City may contact the field supervisor during business hours regarding, but not limited to, complaints and special pickups.

#### **2.4 Service Standards**

The Contractor shall provide complete service for each day's route as scheduled. The Contractor shall not commence collection in residential areas prior to 7:00 a.m. and shall be completed by 6:00 p.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. The Contractor shall pick-up all blown, littered, and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom, shovel, and suitable absorbent material for use in cleaning up any spilled debris or material from city streets, sidewalks, or residential property when said spillage is caused by the Contractor. Care shall be taken to prevent damage to property, including lawns, shrubs, and other plants.

The Contractor will provide residents with standard containers for refuse and recycling as specified in Section 4.\_\_\_\_.

The Contractor shall exercise care in the handling of containers, making certain that containers are emptied completely. The Contractor must replace containers in an erect position. In the event the Contractor damages a resident's container(s), the Contractor shall be responsible to replace said container(s) with one of equivalent value at the Contractor's expense and within forty-eight (48) hours, excluding non-business days.

Adverse weather shall not be considered reason for not providing services unless approved by the City, which shall not be unreasonably withheld. When adverse weather conditions exist, the contractor shall notify the City if the continuation of service jeopardizes the safety of employees or the public.

#### **2.5 Employees**

Contractor shall employ and assign qualified employees as necessary and appropriate to perform this Agreement. Contractor shall ensure all its employees have the knowledge, skill, and qualifications to perform this Agreement and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law. All drivers and operators of collection vehicles shall be licensed appropriately by the State of Michigan for operating those vehicles. Contractor employees shall perform the Services in accordance with all applicable laws, statutes, rules, regulations, and ordinances. Contractor shall solely control, direct, and supervise its employees with respect to its obligations under this Agreement. Contractor shall be solely responsible for and fully liable for the conduct of its employees.

All personnel shall always maintain a courteous and respectful attitude towards the public. The Contractor shall furnish employees with uniforms, which shall always be worn and shall always be as neat and clean as circumstances permit. Upon request, the Contractor shall provide the City with the status of employee participation in all employee training programs related to customer relations, services, and safety issues.

At no time shall the Contractor's employees solicit, request, or receive gratuities of any kind. The Contractor shall always direct its employees to avoid loud/or profane language and/or loud music during the performance of their duties. Any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of their duties, or is dishonest, disorderly, intoxicated, or discourteous, shall be subject to discharge by the Contractor.

The City may request the dismissal or removal from providing Services to the City, of any employee of the Contractor who violates the provisions hereto, or who is wantonly negligent or discourteous in the performance of their duties.

Employees shall not trespass or loiter, cross property to adjoining premises or meddle or tamper with private or public property, and generally shall in all situations respect private property rights and privacy. Contractor employees shall exercise a high degree of care to prevent damage to carts, lids, and other personal property of the City's residents

## **2.6 Field Rules and Regulations**

The Contractor, in performing services under the contract, shall abide by the following rules and regulations and such other rules and regulations as the City may promulgate from time to time.

1. All refuse spilled by the Contractor, or any spilled refuse caused by wind, animals, etc., shall be picked up by the Contractor during its regularly scheduled pick-up.
2. Containers must be put back in approximately the place from where they were picked up.
3. Container lids shall be replaced on containers or must be neatly placed next to containers and not scattered.

4. Rough handling of containers will not be tolerated. Damaged containers shall be replaced or repaired by Contractor at the Contractor's expense.
5. Collection crews shall neither consume controlled substances nor drink alcoholic beverages nor accept remuneration of any kind from residents while performing services under this contract. Violation of this rule shall be cause for dismissal of the employee from providing services to the City, when requested by the City.
6. The City expressly reserves the right to make additional reasonable rules and regulations by which the Contractor shall abide.

## **2.7 Determination of Residential Units Serviced**

The number of residential units expected to be provided with curbside collection services is approximately fifteen thousand four hundred (15,400) households.

For billing purposes and prior to the initiation of service, the s contractor and the city will jointly complete and agree on a total unit count for each service type and for each route day. Any changes to route days shall be determined by mutual agreement between the City and the Contractor.

At the time such a unit count becomes documented, the number of residential units' services for billing purposes shall be updated monthly by:

1. Adding the number of occupancy permits for single-family residential structures that require curbside refuse service as issued by the Building Department of the City; and
2. Deleting the number of completed demolition permits for single-family residential structures issued by that Building Division; or in another manner deemed acceptable by the Contractor and the City.

### **2.7.1 Additions and Deletions**

The Contractor shall extend service in a period of time jointly decided by the Contractor and the City to provide the possible service to City residents, in order to provide service for additional units occupied after the contract initiation. The City may increase the number of locations but will not be limited to the present number nor be required to make any additions. The Contractor shall also delete service as directed by the City. The total units collected, for which the Contractor will be paid, will be adjusted monthly to reflect additions and deletions.

## **2.8 Collection and Disposal of Solid Waste on Sundays**

The collection and disposal of solid waste on Sundays shall not be allowed unless otherwise approved by the City. The Contractor shall not utilize Sundays as a designated collection day in the Schedule of Operations.

## **2.9 Holidays**

The Contractor shall honor only the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

## **2.10 Vehicles and Equipment**

The Contractor shall provide adequate and sufficient garages, shops, and yards to provide all-weather year-round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the Contractor shall be kept and maintained in sanitary condition, in good repair, and free of visual defects, such as but not limited to, rust or body damage. Vehicles, equipment, and facilities shall be subject to inspection for safety, sanitation, repair, and appearance, and subject to approval or rejection the City at any time.

The Contractor shall not use the City's name or other words implying ownership on stationery, vehicles, or equipment.

The Contractor shall not use or permit any vehicle assigned to the performance of this contract to make any non-contract related collections while performing collections within the City unless approved in advance by the City.

All vehicles and equipment used in collection and transportation of refuse, recyclable, bulky items and yard waste within the City shall be of sufficient size, capacity, and number to adequately and efficiently collect these items in accordance with the terms of this contract, including under special or unique circumstances.

## **2.11 Damage to Property**

The Contractor shall be responsible for all damage incidental to the work they perform caused by them to streets, trees, landscaping driveways, buildings, sidewalks, or other structures and facilities. It shall also be the Contractor's responsibility to repair, restore or replaces trees, shrubs and turf damage by its work in an expedient manner using professional services; unless repairs cannot be made during the winter season, then such repairs shall be made no later than the end of the succeeding month of May. Repair materials to be stored on site shall be done at a location approved by the homeowner or the City. Planking of drives and parking lots may be required by the City to prevent damage to these areas by Contractor's equipment, materials and stockpiles when making the repairs. Repairs are to be completed within five (5) business days of the damage unless the damage is extensive and requires more time; or if repairs cannot be made during the winter season. Refuse and recycling containers damaged as part of snow plowing operations will be repaired or replaced by the Contractor at no cost to the City.

## **2.12 Liquidated Damages**

The City shall notify the Contractor for each violation of the contract reported to the City. It shall be the duty of the Contractor to log such City-reported complaints and take proper action to remedy the cause of the complaint within twenty-four (24) hours after notification, regardless if a weekend or holiday occurs in that 24-hour period. Failure to remedy the cause of the complaint within the

specified time period shall constitute a breach of this contract. For the purpose of computing damages under the provisions of this section, it is agreed that the City shall have authority to deduct from payments due the Contractor, the following amount as liquidated damages:

1. Failure to clean up spilled refuse:  
\$100 for each incident.
2. Failure to clean vehicle, conveyances, containers, and other equipment as provided in the specifications:  
\$100 for each incident.
3. Failure to complete all routine pickups by 6:00 p.m. on the scheduled day:  
\$100.00 for each incident with each late pickup as a separate incident.
4. Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of a complaint:  
\$100.00 for each incident.
5. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by the City:  
\$500.00 for each incident.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the Contractor would default. Liquidated damages shall not be initiated for violations that occur due to events beyond the Contractor's control. In the event the Contractor does default or otherwise abandon the scope of services, the City reserves the right to collect from the Contractor or its surety, in addition to the liquidated damages, the actual damages incurred by the City as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by the City and deductions made from the payment each month to the Contractor. The decision of the City in the matter will be binding. The Contractor may at their option initiate the dispute resolution process included in the service agreement.

### **2.13 Escalator Clause for Contract Price Adjustment**

For services other than residential curbside service, the contract price schedule shall be reviewed and revised in June of each contract year and extension period, if any, in accordance with the most recent full calendar year annual percentage increase or decrease in the referenced annual Consumer Price Index escalator, and the contract price shall be established for the next contract year beginning on July 1, following the June evaluation. No other changes in contract prices are permitted.

The referenced Consumer Price Index shall be the Consumer Price Index - All Urban Consumers for the Detroit-Warren-Flint area (all items), base period: 1982-84=100, as published by the Bureau of Labor Statistics, U.S. Department of Labor. However, the absolute percentage change in the indexed rate may not be increased more than two (2) percent per year.

In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, another equally authoritative measure of change in the purchasing power of the U. S. dollar as may be then available shall be substituted.

Proposals shall be fixed annual prices as specified on the Proposal Form. No variable fees e.g., fuel recovery fees, recycling commodity fees, etc. will be considered by the City.

**2.14 Basis and Method of Payment and Prices**

The Contractor shall be paid for services rendered under the terms of the Contract, within a reasonable time (normally 30 - 45 days) after completion of the work at month end, and receipt and approval by the City of the itemized billing showing the fees earned for the previous month. Payment by the City may be made by check or wire transfer . The amount remitted to the Contractor by the City shall be the number of units serviced times the rate below for each unit, less any liquidated damages assessed for that period.

The rate for Single-Family Residential units shall be:

Year 1	\$138
Year 2	\$138
Year 3	\$138
Year 4	\$141.45
Year 5	\$144.99
Year 6	\$144.99
Year 7	\$148.61
Year 8	\$148.61

The Fee for Residential Condo Units shall be:

Year 1	\$111
Year 2	\$111
Year 3	\$111
Year 4	\$113.78
Year 5	\$116.62
Year 6	\$116.62
Year 7	\$119.53
Year 8	\$119.53

Municipal services location, equipment, service, and pricing are reflected in Exhibit I.

**STORM CLEANUP HOURLY RATES**

- REFUSE: \$175.00 PER HOUR.
- YARD WASTE: \$175.00 PER HOUR.

## **2.15 Disposal of Solid Wastes and Other Materials**

The City specifically reserves the right to direct the yard waste collected under these provisions to a specific state approved disposal facility or, if appropriate, to an approved collection site, or compost facility, upon agreement by the Contractor, which shall not be unreasonably withheld. The Contractor shall deliver recyclable loads to the Resource Recovery and Recycling Authority of Southwest Oakland County (“RRRASOC”) Facility, 26261 Evergreen Road, Southfield, Michigan. The City retains the right to terminate the contract, on ninety (90) days written notice if the Contractor does not comply with the direction of yard waste or recyclables as set forth. Should the City exercise its right to direct material to specific facilities, the City shall pay the disposal fees directly to such facilities, unless otherwise specified.

## **2.16 Access**

The Contractor will not be required to pick up waste if a road becomes impassable and prohibits access to a residential unit from any direction on a roadway. The Contractor, however, will be required to notify the City of this occurrence and will be required to pick up waste at the nearest public roadway or at a point of closure.

The Contractor may be required to pick up waste in an alternate vehicle under circumstances that prohibit the standard collection vehicle from access to a residential unit.

## **2.17 Private Driveways and Private Roads**

The Contractor shall not be required to enter private driveways; however, within the City there exist private roads which may service a number of residential units. The Contractor shall be responsible to service these residential units along the private roads.

If Contractor deems necessary, Contractor may obtain signed waivers from residents living along private roadways and responsible for maintenance of said roadways relieving Contractor from responsibility for damage done to the private roadways under normal operations.

If waivers are deemed necessary by Contractor, then Contractor is responsible for obtaining pre-approval of waivers by City and signed waivers from residents.

## **2.18 Route Schedule**

The Contractor shall utilize the current route schedule for, at least, the first three (3) years of the contract. The Contractor may, after the three-year time frame propose changes to the route schedule, those changes must be proposed six (6) months prior to a requested change. The proposal shall include a detailed comparison of the cost savings to the City that would occur if the proposed changes are implemented. With design consultation and written approval from the City, the Contractor shall, at the Contractor's expense, send written notice to the affected residential units through the United States Post Office detailing the changes. Said notice shall be post in the mail not less than two (2) months prior to the change of collection service.

## **2.19 Hauling**

All solid waste hauled by the Contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented.

## **2.20 Storms and Other Disasters**

In case of an unusual storm or other disaster, the City may, at its discretion, grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the Contractor shall advise the City of the estimated time required before regular schedules and routes can be resumed.

In the event of damage due to storms or other special disposal needs, the City may request collection and disposal services (the use of collection vehicles with drivers and laborers to collect materials staged behind the curb or edge of shoulder). The Contractor shall be compensated at the hourly rates as quoted in the Contractor's Proposal Form.

## **2.21 Additional Services**

The City shall not be responsible to the Contractor for any additional services that fall outside the scope of these specifications, which are provided by the Contractor without the request of the City. The Contractor shall not charge any residents for services provided under the terms of the contract, unless otherwise specified by the City.

## **2.22 Infrastructure Renovation/Streets Blocked By Construction**

The City shall not be responsible to the Contractor for any additional services that fall outside the scope of these specifications, which are provided by the Contractor without the request of the City. The Contractor shall not charge any residents for services provided under the terms of the contract, unless otherwise specified by the City.

## **2.23 Private Agreements**

The Contractor may, at its option, contract with firms, individuals or agencies for collection services outside the scope of the Contract, subject to any regulations governing private collectors generally, and provided that such operations will not interfere with satisfactorily carrying out of the Work and obligations of this Contract. Negotiated rates for collection services provided to cluster housing and attached/detached condominium complexes located in the City shall be the same as the current municipal Contract unit rate.

## **2.24 Non-Assignment**

The Contractor shall not delegate or assign the Contract, or any part thereof, to an unaffiliated entity, nor shall the Contractor sub-contract the Contract or any part thereof without the prior written approval of the City, which shall not be unreasonably withheld. The Contractor may not assign any parts of the Contract



via sale, merger, or acquisition of the Contractor's company without the prior written approval of the City, which shall not be unreasonably withheld.

## **2.25 Termination**

The City may after giving Contractor and the surety one hundred and eight (180) days written notice and to the extent permitted by laws and regulations, terminate the Agreement if the City decides to eliminate its solid waste program and does not allocate funds to the program.

The City may, after giving Contractor and the surety seven (7) days written notice indicating the specific default, and to the extent permitted by laws and regulations, terminate the contract if the Contractor:

1. Fails to Perform the required work as specified in this RFP as determined by the City and fails to correct the deficiency within thirty (30) days after receiving written notice from the City.
2. Materially Violates Any Law or Regulation of any municipal, local, state, or federal laws, rules, regulations, ordinances, and specifications, in performance of this Contract.
3. Files for Bankruptcy or Insolvency. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
4. If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency.
5. Assigns this Contract or any portion thereof in violation of the Agreement.

The City's sole obligation in the event of termination or cancellation of this Agreement is for payment of the actual services provided to the City before the effective date of termination. Under no circumstances shall the City be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Agreement.

## **2.26 Force Majeure**

The performance of either party may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, the party whose performance is to be suspended shall notify

the other immediately, in writing, describing the particulars of the circumstances preventing performance and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

### **2.27 Indemnification**

Contractor shall indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the acts or omissions of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement. Notwithstanding any provisions to the contrary, Contractor shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason. Contractor shall have no rights against the City for indemnification, contribution, subrogation, or any other right to be reimbursed by the City, except as expressly provided herein.

## **3. INSURANCE**

Contractor shall submit a Certificate of Insurance prior to the execution of a contract meeting the minimum limits of liabilities as outlined. All insurance carriers must be acceptable to the City and licensed in the State of Michigan.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. Contractor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of Contractor to maintain the required insurance shall be grounds for termination of the Agreement.

### **3.1 Workers' Compensation Insurance**

Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

### **3.2 Commercial General Liability Insurance**

Contractor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" and motor vehicle insurance with limits of liability not less than \$2,000,000.00 (two million dollars) per occurrence, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

### **3.3 Additional Insured**

Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "The City of Novi, all elected and appointed officials, all employees and volunteers." This coverage shall be

primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

### **3.4 Cancellation Notice**

Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the City of Novi, 45175 Ten Mile Road, Novi, MI 48375."

If any of the above coverages expire during the term of the contract, Contractor shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

Contractor shall also provide a performance bond from a Surety, licensed to do business in the State of Michigan, in the sum equal to one-fourth of the amount of the annual total amount paid by City under this Agreement in the event Contractor fails to faithfully perform Contractor's obligations under this Agreement. Said financial assurance shall take the form of a corporate surety bond, or other financial assurance deemed acceptable by the City. Said financial assurance shall stay in effect throughout the term of the Agreement and any renewals.

### **3.5 Dispute Resolution**

If an issue arises requiring resolution, either Party may notify the other Party and schedule a meeting. The meeting shall serve as a fact-finding opportunity to identify the issue, clarify the problem, review the applicable contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. Nothing in this section shall be construed or implied to reduce, eliminate, or otherwise affect the rights of Contractor or the City to use any and all other means of legal remedies.

## **4. SPECIFICATIONS FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

### **4.1 Residential Collection Services**

The Contractor shall be required to maintain a high level of refuse, recycling and yard waste collection and disposal services. The Contractor shall collect, transport, and dispose all refuse, recyclables, and yard waste which the resident may desire to have removed weekly. The Contractor shall collect, transport, and dispose all material residents properly place at the curb, unless otherwise specified herein. Residents shall be provided with written instructions and/or explanations by the Contractor when the Contractor deems an item or items to be improperly prepared or unsuitable for curbside collection.

#### **4.1.1 Residential Refuse Collection**

The Contractor shall operate a curbside refuse collection, transportation, and disposal system, which shall result in the removal of all solid waste from all designated residential units and its being transported for disposal to an appropriate solid waste disposal facility, in accordance with all municipal, county, state and federal laws, ordinances, and regulations.

Residential units includes, but is not limited to, single-family residences, residential-duplexes, and certain residential condominium units as designated by the city manager. A residential unit shall be deemed occupied when either domestic water or light and power services are being supplied thereto. Residential units shall not include apartment complexes, mobile homes and those residential condominium units not designated by the city manager.

Refuse means all animal and vegetable food waste and all waste which normally results from the operation of a household, except body waste and yard waste, including but not limited to rubbish, metal cans, papers, cardboard, glass jars, bottles, wood, logs, ashes, sod, dirt, rocks, cement, bricks, small household appliances, furniture, plastics and any other household refuse small enough for one person to handle and no more than sixty (60) pounds.

In addition to the 96-gallon Carts, residents can also place refuse in refuse bags, or watertight containers of substantial construction with tight fitting lids and lifting handles and not to exceed thirty-five (35) gallons in size. Refuse placed in plastic or paper bags shall be considered part of the refuse and shall be collected as part of residential solid waste collection. Total weight of a single container and its contents shall not exceed sixty (60) pounds. Some articles cannot be conveniently placed in containers. Such articles, if within the weight and size limitations, must be handled individually by the Contractor. No single piece of refuse must be collected if it weighs more than sixty (60) pounds, except bulky items as hereinafter set forth.

#### **4.1.2 Carts and Containers**

The Contractor shall provide residential units with 96-gallon refuse Carts and 64-gallon recycling Carts. Carts means Contractor provided containers of substantial construction with tight fitting lids and lifting handles. The Contractor shall own the Carts and be responsible for their maintenance and replacement. New residential units added to the City after the commencement of the Agreement shall be provided a 96-gallon refuse Cart and a 64-gallon recycling Cart.

The City will encourage residents to use Carts, however, residents may provide their own suitable containers. The Contractor shall exercise reasonable care and diligence in handling containers owned by residents. The Contractor shall return all containers and Carts to an upright position with the lids replaced thereon or adjacent thereto. In the event the Contractor damages a Cart or a container, the Contractor shall be responsible for replacing said container or Cart, regardless if provided by the Contractor or not, with one of equivalent value at Contractor's expense within forty-eight (48) hours (excluding Saturdays and Sundays).

#### **4.1.3 Residential Bulky Waste**

As part of the solid waste unit price and not as a separate pay item, the Contractor shall pick up as part of the refuse pick-up and shall deposit in the same truck or separate trucks if necessary all bulky items including but not limited to fixtures and furniture, storm doors and Windows, tubs, toilets, sinks, carpets

and pads, railroad ties, and fence posts or fences not exceeding 3' x 8' in dimension, and small quantities of building debris resulting from repair or remodeling personally done by the home occupant which have been placed at the curb. This collection is required to be made on the same day as scheduled refuse collection.

The Contractor shall not be required to collect engines, transmissions or rear axles, or bulky items resulting from the home occupant's personal repair or remodeling that exceed five feet (5') in length. The Contractor will not be required to pick up junk cars, large parts of cars, demolition materials or other material resulting from the repair or construction of buildings except as otherwise provided herein.

#### **4.1.4 Residential White Goods**

As part of the solid waste unit price and not as a separate pay item, the Contractor shall collect recyclable metal bulky items including, but not limited to household appliances such as stoves, refrigerators, freezers, washers, dryers, water heaters, water softeners and water tanks in a separate truck to be recycled and not, under any circumstances, to be landfilled. Generally, these household metal bulky items may also include small metal sheds, swimming pools, garage doors, fenders, hoods of cars, etc. This collection is required to be made on the same day as scheduled refuse collection.

The Contractor shall be responsible for complying with all applicable laws concerning the disposal or recycling of air conditioning and refrigeration equipment, including but not limited to the provisions of the Clean Air Act which prohibits the venting of refrigerants into the atmosphere. It shall be the Contractor's responsibilities to haul materials and to ensure that freon-containing materials that are not tagged are delivered to a designated facility for proper removal. Residents shall not be required to ensure that freon or other such refrigerants are removed prior to collection.

A written monthly report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the tonnage of this material that is collected and the scrap metal recycling facility to which it was delivered.

#### **4.1.5 Tagging Nonconforming Containers**

If at any time any form of solid waste is not collected because of nonconformance to the City requirements, it shall be tagged by the Contractor stating the reason the collection was not made. Tags shall be supplied by the Contractor and be uniform in nature and highly visible. Refuse left for any reason and not tagged will be considered a missed stop. The nonconforming item will be logged and reported to the City within 24 hours.

#### **4.1.6 Handicap/Door-to-Curb Pickup**

There may be residential units on the collection routes that are occupied by individuals who have been determined by the City to be unable to move refuse, recyclables, and yard debris to the curb. These locations will require door-to-curb service by the Contractor as part of the regularly scheduled refuse collection and as part of the proposed solid waste unit price and not as a separate pay item. The Contractor will be required to bring the containers to the curb and will be encouraged, but not be required, to return the container to the resident's designated door.

#### **4.1.7 Christmas Trees**

Christmas trees shall be collected and disposed of by the Contractor from December 26<sup>th</sup> through the week that includes January 15<sup>th</sup> as part of the proposed solid waste unit price and not as a separate pay item.

#### **4.1.8 Yard Waste/Lawn Debris Collection**

As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the Contractor shall separately pick up unlimited, separated yard waste and lawn debris as part of the regularly scheduled collection. The period of collection shall be from the first full week of April through the second full week of December

The Contractor will provide, upon request of the City, additional yard waste/lawn debris collection, provided the Contractor has access to a compost site that is open and accepting material. (Such additional collection services could be required as the result of a major storm.) The rate for this additional service shall be as specified in Section 2.14.

All yard waste and lawn debris shall be transported for disposal to an appropriate compost site, in accordance with all municipal, county, state and federal laws, ordinances, and regulations, and under no circumstances to a landfill or disposal facility, unless otherwise specified herein and permitted by law. All yard waste and lawn debris are not to be mixed with any other refuse or recyclables. A written monthly report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the Contractor on behalf of the City.

Acceptable yard waste and lawn debris shall include grass clippings, weeds, leaves, small twigs, prunings, shrub clippings, garden waste materials and fruit; old potting soil, Halloween pumpkins, dirt incidental to minor plantings or edging of lawns; brush, branches, tree trimmings, shrub clippings tied and bundled; and small shrubs and bushes with dirt removed from root systems; or any other material defined by law as "yard clippings".

#### **4.1.9 Recycling Collection and Disposal**

As part of the solid waste unit price and not as a separate pay item, included as part of weekly regular curbside pick-ups, the Contractor shall separately pick up on the same day as the regularly scheduled refuse collection. Recyclable materials shall be delivered to the RRRASOC as provided herein. Contractor shall follow the specifications for recyclable materials indicated MRF Services Agreement between RRRASOC and the City and described in Exhibit II.

Recyclable materials shall be placed in 64-gallon recycling carts, to be provided by the Contractor. The Contractor will be responsible for replacing any carts damaged by the Contractor within twenty-four (24) hours. The Contractor will provide the City with an additional inventory of replacement carts at its cost, upon request by the City. A written monthly set-out rate report must be supplied to the City and its regional recycling authority, RRRASOC, or made accessible in a compatible electronic format, via email or

Internet, identifying the number of recycling bins and recycling carts that are set out for collection on each route day of the month and identifying the total number of households on each route day.

The City may otherwise specify the use of alternate sized recycling carts/containers. Labels will also be required on all recycling carts to denote what is accepted into the single stream program. The design of such a graphic will be approved by the City and RRRASOC.

A written monthly report must be supplied to the City and RRRASOC, or made accessible in a compatible electronic format, via email or Internet, indicating the daily and monthly volume of deliveries made to the facility by the Contractor on behalf of the City. Further, the City retains the right to require the use of specific reporting means at any time during the contract, without additional cost to the City.

#### **4.2 Other Municipal Solid Waste Services**

The City may request other Municipal Solid Waste Services including, but not limited to, solid waste container service at municipal buildings and facilities, cleanup assistance, and Department of Public Works (DPW) debris transport and disposal. Such services shall be billed in accordance with the rates listed in Exhibit I and included in the monthly invoice submitted to the City.

#### **4.3 Residential Refuse and Recyclable Collection Start-up Education Program and Program Literature**

The Contractor shall be responsible for the successful and smooth transition to the new collection services in a timely manner and shall be responsible for all facets, including but not limited to all labor, materials, layout and setup costs, printing costs, delivery and/or postage and any other related expenses for the education of the residents of the new collection services. The education program and all associated literature must first be approved by the Director of Community Relations or their designated representative. The program, at a minimum, must include the requirements as specified herein.

No later than May 1, 2021, the Contractor shall have delivered City wide, via the USPS, or by other means approved by the City, the initial educational program information. The literature should be full color and must at a minimum include the delivery dates of the residential refuse and recyclable carts, program start dates, route schedules, instructions for setting the carts next to the street, lists of all acceptable refuse, recyclables, yard waste, and bulky and large items.

The Contractor shall work with the City's Studio Six Team to produce a Public Service Video, approved by the City, to be broadcast via the City's cable channels and other social media means.

The Contractor shall set up at the City Hall eye-catching and informative displays that at a minimum include overviews of the new program, samples of the program's carts, and program literature.

A telephone hot line shall be established by the Contractor to answer any program questions. The hotline phone number shall be staffed at a minimum between the hours of 8 a.m. and 5 p.m. and be in place, at a minimum, for the period beginning July 1, 2021 through October 31, 2021. The hotline phone number and hours must be printed on all program literature.

A second city-wide mailing, no later than one full week prior to the initial pickup date of the program shall be delivered reminding participants of the program start date, the hot line phone number and where literature is available.

Additional copies of the program literature must be made available upon request of the City at no additional expense for distribution in City buildings for new residents.

A detailed description of the proposed Education Program and samples of educational literature used in other programs should be included in the proposal.

**4.4 Rewards for Recycling Program** If requested by City, Contractor will provide its residents the option to voluntarily enroll in a Recycling Rewards Program that compensates residents for their increased recycling efforts. There shall be no charges to participate in this program. City residents can qualify for rewards up to a face value of \$0.35 per unit per month.

## **5. CONTRACTOR'S WARRANTIES AND ASSURANCES**

### **5.1 Full Knowledge of Contract Expectations**

Contractor warrants that before submitting its Proposal and/or entering into this Agreement, it had a full opportunity to review all County requirements and/or expectations for this Agreement. Contractor is responsible for being adequately and properly prepared to execute this Agreement. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.

### **5.2 Complete and Accurate Representations**

Contractor certifies that all statements, assurances, records, and materials submitted to the City in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.

### **5.3 Contractor Incidental Expenses**

Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

### **5.4 Equipment and Supplies**

Contractor is responsible for providing all equipment and supplies to perform this Agreement, which are not expressly required to be provided by the City.



## **5.5 Contractor Taxes**

Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The City shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.

## **5.6 Discrimination**

Contractor, and its subcontractors under this Contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

## **5.7 Independent Contractor**

Contractor shall perform the Service as an independent contractor. Contractor, its officers, employees, agents, contractors, or subcontractors, are not and shall not be considered employees, agents, or servants of the City for any purpose whatsoever under this Agreement or otherwise. Contractor at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control Contractor, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which Contractor shall perform its obligations under the Agreement.

## **5.8 Single Point of Contact**

Contractor shall provide the City with a single point of contact during the term of the Agreement.

## **5.9 News Releases**

Contractor shall not make any news releases pertaining to the Service without prior approval from the City.

## **5.10 Performance Bond**

Contractor shall maintain a performance bond in the form and amount agreed to by the Parties consistent with the provisions on the performance bond provided in Exhibit III.

# **6. MISCELLANEOUS PROVISIONS**

## **6.1 Amendments**

No amendment to this Agreement shall be made except upon the written consent of both Parties signed by the signatories of this Agreement or their successors.

## **6.2 Waiver**

A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period after any breach shall be deemed a waiver of any right or acceptance of defective performance.

## **6.3 Severance**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

## **6.4 Assignment**

Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that Contractor may assign its rights and obligations under this Agreement to any Contractor affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.

## **6.5 Notice**

All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier.

### **Notice to Contractor:**

GFL Environmental USA  
Regional Vice President  
26999 Central Park Blvd., Suite 200  
Southfield, Michigan 48076

### **Notice to the City:**

Mayor, City of Novi  
45175 Ten Mile Road  
Novi, Michigan 48375

### **Copy to:**

Clerk, City of Novi  
45175 Ten Mile Road  
Novi, Michigan 48375

## **6.6 Governing Laws/Consent to Jurisdiction and Venue**

This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial

Circuit Court of the State of Michigan, the 52<sup>nd</sup> Division 1 District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

**6.7 Entire Contract**

This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

This Agreement shall be binding upon the successor and assigns of the Contractor and on any successor municipality of the City.

**CITY OF NOVI,**  
A Municipal Corporation

By: \_\_\_\_\_  
Robert J. Gatt, Its Mayor

By: \_\_\_\_\_  
Cortney Hanson, Its Clerk

**Contractor ENVIRONMENTAL  
USA, INC.**

By: \_\_\_\_\_  
Lou Berardicurti, Its Regional Vice  
President

## Exhibit I: Municipal Locations for Service

Contractor shall provide the City service and the specified equipment at the locations identified below at no charge except for the charges specified for DPW and special collections, if requested by the City.

Location	Qty	Equipment	Service	Contractor Price per month
Civic Center	1	3 yd w/lid	4 x week (M,W, F,Sat)	No Charge
Police	1	8 yd slant dumpster with lid	2 x week	No Charge
Power Park	1	8 yd slant dumpster with lid	1 x week May - October only, no service/billing in winter, container left on site. If used by Facility Operations during winter, there may be a charge.	No Charge
Lakeshore Park	1	8 yd slant dumpster with lid	1 x week (April, May, Sept, Oct). 2 x week (June - Aug). No service Nov - March. Leave container on site, billing suspended during no service period.	No Charge
Community Sports Park	2	8 yd slant dumpster with lid	1 x week (April, May, Sept, Oct). 2 x week (June - Aug). No service Nov - March. Leave container on site, billing suspended during no service period.	No Charge
Fire Department	4	St#1:4-96 gal Carts, St#2: 2-96 gal carts, St#3: 2-96 gal Carts, St#4: 2-96 gal Carts, plus 2 Carts for recycling each locale	1 x week	No Charge
Library	1	front load 6 yd	2 x week (Tues/Fri)	No Charge
Ice Arena	2	8 yard plus 4 yard recycling bin	3 x week - 8 yd; 1 x for recycling bind	No Charge
Meadowbrook Commons	1	2 yard compactor + 15 recycling bins	3x week, M, W, F (main building)	No Charge
	60	customer supplied can or bags, plus contractor supplied recycle bin	1x week (curbside pickup at ranch units)	No Charge
	1	6 yard compactor	as needed, usually 1x qtr. (main building)	No Charge
				<b>Cost / pickup</b>
DPW	1	30 yd rolloff	On-call special roll off	\$285.00
DPW	1	30 yd rolloff	pick up on-call basis.	
DPW	1	30 yd rolloff	2nd container as needed	
DPW		2,500 yards	Contractor provides equip to haul away debris	\$285 per 30yd Rolloff
<b>Other Services-Storm Cleanup (Hourly rates)</b>				
Refuse				\$175.00/hour
Yard Waste				\$175.00/hour

## Exhibit III

### RESOURCE RECOVERY & RECYCLING AUTHORITY OF SOUTHWEST OAKLAND COUNTY (RRASOC) MATERIAL RECOVERY FACILITY (MRF) DELIVERY STANDARDS

#### Facility Delivery Standards for Single Stream Recyclables

**Single Stream Recyclables** consist of the following, loose, uncompacted, and commingled:

- Glass, transparent and translucent food and beverage bottles and jars. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin plated, food and beverage containers, all sizes; paper labels are acceptable.
- Aluminum used beverage containers and foil clean of food.
- All plastic bottles with 1, 2, 4, 5, 6 (excluding expanded polystyrene foam, styrofoam) and 7 — including but not limited to:
  - HDPE plastic bottles (RIC Code #2) - blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable.
  - PET plastic bottles (RIC Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, and some shampoo bottles.
  - Agricultural Plant trays and Pots (clean, free of residue and soil).
  - Plastic Household Tubs/containers #1, 2 and 4-7, which includes plastic yogurt and margarine tubs, frozen concentrated juice containers, Folgers coffee containers, freezer microwave trays, berry boxes (#1) including attached lids, salad/carryout boxes (#1) (clean, free of residue and soil). #3 is not acceptable.
  - Pots and pans.
  - Multi-coated/plastic-coated paper beverage cartons: including milk and juice cartons (Aseptic).
  - Bulky high-density polyethylene (HDPE) is defined as large HDPE items (buckets, crates, toys, trays, furniture, bins, barrels etc.). This category is often referred to as "Injection HDPE".
  - No Plastic films. No plastic bags.

- ONP - old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags. Old newspaper that contains incidental moisture from rain on collection days is acceptable. Soaked paper or yellowed newsprint is unacceptable.
- OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers, or mailers, loose or placed in Kraft (brown) paper bags, with the exception of wet material or material that was once wet.
- OCC - old corrugated containers (cardboard) that are flattened and either cut down or folded to size no more than 3 by 2 feet and that have liners of Kraft, jute, or test liner. Staples and tape with water soluble glues do not have to be removed. OCC can be damp but not soaked. Wax-coated and oriental old corrugated containers are not acceptable.
- Kraft (brown) paper bags - all sizes of loose, bundled, or bagged Kraft paper grocery sacks.
- Junk mail - all dry, loose, or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
- High-grade paper - all dry, loose, or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
- Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
- Telephone Books.

Maximum allowable contamination rate is 8%.

### **DELIVERY RULES AND REGULATIONS**

- Residents and businesses are encouraged to discard containers' contents, labels, caps, and rings, and to rinse containers; but there is no requirement for these to be removed from Recyclable Materials.
- Materials delivered as either Commingled Containers or Commingled Fiber or Single Stream Recyclables will contain all the commingled items listed for each category and in proportions that can be reasonably expected from a municipal curbside collection recycling program.
- Recyclables will not be delivered in bags unless specifically allowed or directed above.

- Loads will be considered non-conforming to Facility Delivery Standards if: 1. They are found to be contaminated with Hazardous or Infectious Waste and/or is processible; or 2. A load contains more than the maximum allowable contamination of materials that are not acceptable as Recyclables, but are not Hazardous or Infectious Waste.

DRAFT

EXHIBIT III PERFORMANCE BOND

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