

## REQUEST FOR PROPOSALS

### REFUSE & RECYCLING COLLECTION SPECIFICATIONS

#### SECTION I. SERVICES BEING REQUESTED/SCOPE OF WORK

- 1. INTRODUCTION.** The Village of Union Grove, Wisconsin is seeking proposals from qualified private contractors ("Contractors") to provide comprehensive residential solid waste and recycling services. The Village is requesting proposals for **two service options** that are identical in scope, with the only difference being the **frequency of recycling collection**:

##### OPTION #1- Weekly Recycling Collection

**A. Garbage Collection:** Fully automated curbside collection and disposal on a weekly basis using *contractor-supplied toter carts*. Contractor shall provide all carts, deliver them to residences, maintain and replace damaged carts (including wheels), and furnish instructional materials on proper use.

**B. Recycling Collection –** Fully automated curbside **weekly** single-stream recycling collection using contractor supplied toter carts AND

**C. Bulk Items Collection –** With the implementation of automated collection the Village of Union Grove would like to provide residents with an at least a monthly opportunity to have the Contractor dispose of large bulk items which do not fit in the cart. Contractors should specify how the collection of bulk items will be handled and disposed of AND

**D. Yard waste pick up-** Yard waste (does not include leaves, Christmas trees or branches above 1 inch in diameter) is currently collected on the last Friday of each month from March through November. Contractor should specify how the collection of yard waste will be handled and disposed of.

**E. Contractor shall provide at its cost all toter carts for both garbage and recycling.** Contractor shall deliver the toter carts to the residents, timely replace damaged toter carts, maintain the refuse carts (including replacement of wheels), and educate (via instructional brochure) the residents on the use of the toter carts.

## OPTION #2- Bi-Weekly Recycling Collection

**A.** Garbage Collection: Fully automated curbside collection and disposal on a weekly basis using contractor-supplied toter carts. Contractor shall provide all carts, deliver them to residences, maintain and replace damaged carts (including wheels), and furnish instructional materials on proper use.

**B.** Recycling Collection – Fully automated **weekly** single-stream recycling collection using contractor supplied recycle bins AND

**C.** Bulk Items Collection – The Village of Union Grove would like to provide residents with an at least monthly opportunity to have the Contractor dispose of large bulk items. Contractors should specify how the collection of bulk items will be handled and disposed of AND

**D.** Yard waste pick up- Yard waste (does not include leaves, Christmas trees or branches above 1 inch in diameter) is currently collected on the last Friday of each month from March through November. Contractor should specify how the collection of yard waste will be handled and disposed of.

**E.** Contractor shall provide at its cost all toter carts for both garbage and recycling. Contractor shall deliver the toter carts to the residents, timely replace damaged toter carts, maintain the refuse carts (including replacement of wheels), and educate (via instructional brochure) the residents on the use of the toter carts.

## OPTION #3

**A.** Provide separate proposals for BOTH OPTION #1 and OPTION #2.

**The Village will not base its decision solely on price but will also consider service and other factors. The Village reserves the right to determine what contractor is in the best interest of the Village at the sole discretion of the Union Grove Board of Trustees.** The Village will award the Contract to the Contractor whom the Village finds to be competent, reliable, responsible and qualified and whose proposal is the most favorable for the Village as determined by the Union Grove Board of Trustees in its absolute and sole discretion.

No subcontracting of the Work or assignment of the Contract is allowed without the express written permission of the Village.

The Village is considering a contract for the indicated services for a five (5) year term. The contract will not be split between different vendors or between different options. Proposals shall be submitted using the attached form, **Appendix A**, quoting

prices for the options indicated. Submit Appendix A to the Union Grove Village Administrator by the deadline provided.

The contract will incorporate the relevant provisions of this RFP.

## **2. PRICE ADJUSTMENTS**

The Village of Union Grove is seeking a contract that includes a predictable, set method for annual price adjustments over the term of the agreement. Proposers shall include in their submission one of the following:

- Enter the proposed price for each contract year (Years 1–5) directly in the space provided on the proposal form. No further escalation formula is needed if using this method.
- A fixed annual inflationary adjustment (e.g., 3% per year), OR
- An annual adjustment tied to a recognized index, such as the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region.

If using an index-based adjustment, the contractor shall specify:

- The index used
- The month and year that will be used as the baseline
- Any caps or limits on annual increases

Proposals should clearly describe the method of adjustment, including how it will be applied to each year of the contract.

**3. CHANGE IN SCOPE OF WORK.** The Village may order changes in the work to be performed consisting of additions, deletions or other revisions within the scope of the work requested. No claim may be made by the Contractor that the scope of work has been changed thereby requiring changes to the amount of compensation paid to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made pursuant to a written amendment to the Contract. If the Contractor believes that any particular work is not within the scope of work required under these specifications, the Contractor shall immediately notify the Village in writing. If the Village, in its absolute and sole discretion, determines that the particular work is within the scope of the Contract, the Contractor shall continue to perform such work as may be changed at the cost required under the terms of the Contract.

**4. COMMUNITY INFORMATION.** The following community information, which is estimated, should be considered in determining anticipated volume of refuse and recyclables and other requirements necessary to provide the services being proposed.

**Population: 5,200**

**Units (Single-Family & Multi-Family less than 4 Units): Approximately 1,500**

**Total Miles of Road / Streets to be serviced: Approximately 21 miles**

*\* Commercial properties, industrial facilities and multi-family residences with more than five (5) living units will not be part of the Contract. Commercial properties, industrial facilities and multi-family residences with more than five (5) living units will be required to comply with the requirements of the Village's recycling program and will contract separately (at their expense, and choice of contractor) for collection of their solid waste and recyclables.*

**5. DEFINITIONS.** Words, phrases and terms as used in these Specifications and the Contract shall have meanings as follows:

a. **"Contract"** - the contract or agreement between the Village of Union Grove and the Contractor.

b. **"Bulk Pick Up"**- includes, but is not necessarily limited to, the following items: furniture, carpeting, extra-bagged garbage/garbage in personal containers, tires (up to eight per year per home), drain oil/antifreeze (sealed in one gallon containers), appliances (i.e. Freon appliances, washing machines, etc.), extra recyclables, and large metal items (i.e. snow blower, lawnmower, etc.). The following items shall not be included in a special pickup: electronics, yard waste, hazardous materials, liquid paint and loose constructions materials (i.e. a pile of shingles, loose drywall, etc.).

c. **"Quote/Proposal"** - are to be considered synonymous and shall mean the response to the Request for Proposal/ Refuse & Recycling Collection Specifications, including the Proposal for Services (**Appendix A**) and the Qualifications Statement (**Appendix B**) and Contract.

d. **"Recyclables/Recyclable Material"** - These materials include lead acid batteries; major appliances; waste oil; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE and HDPE; steel containers, waste tires; and bimetal containers. This list may be expanded to comply with State landfill disposal bans.

e. **"Single-Family Residence"** - Any single-family home, includes trailers and mobile homes wherein one family resides.

f. **"Village"** - The Village of Union Grove, Wisconsin, acting through its duly elected Village Board or designated officials.

- g. **"Village Administrator"** – the Village Administrator or his/her designee.
- g. **"Multi-Family Residence"** - Any residential structure housing two or more families in separated living units.
- h. **"Unit/Units"** - Each/all single-family residence(s) and multi family residence(s). *(multi-family residences with more than five (5) living units will not be part of the Contract)*
- i. **"Work"** - The operation, management, supervision, hauling, marketing and other labor and services performed or provided by the Contractor in connection with the full scope of the services described in these specifications and the Contract.

## **SECTION II. REQUIREMENTS**

1. **TERM OF CONTRACT.** The term of the Contract shall be for a period five (5) years commencing January 1, 2026. At the end of the term, the contract will be extended for an additional 12 months beyond the original termination date unless one of the parties notifies the other in writing within 60 days prior to such extension date that the contract is not to be further extended. The Village and the Contractor intend that the contract will be automatically extended indefinitely as provided in this paragraph until a party notifies the other party in a timely manner of that party's election not to extend the contract.
2. **COMPLIANCE WITH LAW.** The Contractor shall comply with all laws and regulations of the State of Wisconsin and Ordinances of the Village relating to the collection, disposal, storage, treatment, processing and marketing of refuse and recyclables. The Contractor shall also obtain and maintain all necessary municipal, state and federal permits, licenses and approvals necessary to carry out its obligations under the Contract.
3. **DISPOSAL AND PROCESSING.** The Contractor shall provide at its own expense a suitable disposal site for all refuse, including bulk items and yard waste and a processing facility for recyclables, complying with all state and federal laws and regulations, local ordinances, as well as the regulations of the Wisconsin Department of Natural Resources. All refuse shall be hauled and disposed of outside of the limits of the Village of Union Grove and in such a manner that shall not result in and shall not cause offensive or unsanitary conditions or create a public nuisance during transportation.
4. **CONTRACTOR'S INSURANCE.** The Contractor shall not commence work under the Contract until it has obtained all insurance required under this

subsection and such insurance has been approved by the Village nor shall the Contractor allow any subcontractor to commence work until all the same insurance required on the subcontractor has been approved.

## **Workers Compensation Insurance**

The Contractor shall take out and maintain during the term of the Contract and before any work is commenced, Workers Compensation Insurance for all of its employees employed to do the work; in case any work is sublet, the Contractor shall require the subcontractor to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract is not protected under the Workers Compensation Statute, the Contractor shall provide Employer's Liability Insurance for the protection of its employees not protected by the Workers Compensation Statute.

## **Public Liability and Property Damage Insurance**

The Contractor shall take out and maintain during the term of the Contract Public Liability and Property Damage Insurance to protect Contractor, any subcontractor, and the Village during the performance of work covered by the Contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from performance under the Contract, whether such operations be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the Village. The minimum amounts of such insurance shall be as required by law or as set forth below, whichever is greater.

If persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Contractor or its subcontractors in their performance of the work or from the Contractor's failure to comply with any of the provisions of the Contract or of law, the Contractor shall indemnify and hold the Village of Union Grove and its officers, employees and agents harmless from any and all claims and judgments for damages, and from costs and expenses to which the Village of Union Grove and its officers, employees and agents may be subject or which it may suffer or incur by reason thereof.

The Contractor shall not commence its work until it has obtained all insurance required under this section and filed Certificates of Insurance thereof with the Village Administrator.

1. Comprehensive General Liability and Property Damage Insurance (subject to the following limits):

Bodily Injury:                      \$ 1,000,000 per person

\$ 1,000,000 per occurrence

\$ 2,000,000 aggregate

Property Damage: \$ 1,000,000 per occurrence

\$ 2,000,000 aggregate

2. Comprehensive Automobile Liability and Property Damage (operations of owned, hired and non-owned motor vehicles):

Bodily Injury: \$ 2,000,000 per person

\$ 2,000,000 per occurrence

Property Damage: \$ 2,000,000 per occurrence

5. **ASSIGNMENT OF CONTRACT.** No assignment by the Contractor of the Contract or any part thereof or the funds to be received hereunder by the Contractor will be recognized unless prior written approval of such assignment by the Village and the surety has been obtained. Such written approval by the Village shall not relieve the Contractor of its obligations under the Contract. Any such assignment shall include the following language:

“It is agreed that the funds to be paid to the Assignee under this Assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials.”

Assignment for the purposes of the Contract shall also mean sale of the Contractor’s business to other than its current principal owners and/or stockholders.

6. **COMPETENT LABOR.** The Contractor shall only employ competent and skilled workers and supervisors in the conduct of work under the Contract. While on the job, the workers and supervisors shall maintain good and reasonable behavior.
7. **PAYMENTS.** The Contractor may submit periodically, but not more than once each month, a request for payment for work to be performed under the Contract. The Village will pay Contractor within thirty (30) days after receipt of its invoice for work performed under the Contract. The Contractor agrees to cooperate with the Village as to the form and content of the invoice to accommodate the administrative needs of the Village. The parties acknowledge

that the credit and/or costs associated with the collected recyclables and the landfill diversion credits have already been included as part of the fixed rates for services outlined in Section III.

8. **DEDUCTION FOR UNCORRECTED WORK.** If, in its sole and absolute discretion, the Village deems it expedient to accept work not done in accordance with the Contract, an equitable adjustment will be made with proper deduction from the Contract price for unsatisfactory performance. Unsatisfactory performance shall include but not be limited to:

1. Failure of the Contractor to make necessary collections.
2. Failure of the Contractor to respond to complaints to the satisfaction of the residents.
3. Failure of the Contractor to follow up on “missed” pickups.
4. Failure of the Contractor to make pickups on the scheduled day.

Claims for damage filed against the Contractor by the Village shall be handled expeditiously by the Contractor. If it fails to do so, the Village maintains the right to withhold funds from the Contractor and pay claims if, in the opinion of the Village, it determines the claims are warranted and justified.

9. **MAP.** Within thirty (30) days of the Contractor’s selection for the performance of the work, the Contractor shall provide the Village with a route schedule map complete with days of pickup with refuse and recyclables clearly marked. The route schedule shall include all private roads designated by the Village. No change in this map will be permitted without approval from the Village.
10. **COMPLAINTS.** Contractor shall maintain telephone service at its office for receiving calls or complaints regarding its work from 7:00 am until 5:00 pm Monday through Friday, excluding holidays and shall maintain an official address for said purpose and shall publicize said contact information. Contractor shall also provide the Village Administrator with the cell phone contact information of the contractor’s person in charge of the implementation of this contract.
11. **TIME AND LOCATION OF PICKUP.** All refuse and recycling shall be collected by the Contractor at regular intervals. All pickups shall be on a regularly scheduled basis, with each unit being served on the same day of each week at approximately the same time of day unless adjustments in the schedule are approved by the Village Administrator. All pickups shall be between the hours of 6:00 a.m. and 5:00 p.m. All refuse and recyclables shall be picked up at either the driveway entrance within five (5) feet of the curb line or edge of Village approved streets or roads as well as all private roads. There may be requests for



“walk ups” for some residents who cannot get their refuse and recycle cans to the curb and the contractor will accommodate these requests.

12. **HOLIDAY COLLECTION.** In any week in which a holiday occurs on a collection day, collection will commence on the next business day following the holiday. Normal scheduled collections will commence the following week. Contractor will provide to the Village Administrator a list of applicable holidays. In the event of inclement weather that prohibits normal collection, the collection will be delayed with the notification to and consent of the Village but in no event more than three (3) days. Under no circumstances shall collections be made on Sunday or Holiday except with express written permission of the Village.
13. **REPORTING REQUIREMENTS.** The Contractor shall maintain records as to its work provided to the Village under the Contract and submit reports to the Village Administrator at his or her request, but in any event no less than twice each year. The Contractor shall cooperate with the Village in collecting and tabulating data of such work with the reports to include information, such as the amount of refuse and recyclables collected and transported from the Village the amount of refuse and recyclables processed and/or marketed by item type from the Village the final disposal location of refuse and recyclables, hours of operation, routes, citizen comments and complaints, and any other information reasonably required to be provided by the Village .The Contractor is required to report to the Village on a monthly basis the weights of both garbage and recyclable materials collected during each month. The Contractor shall also assist the Village in any educational programs reasonably required by the Village. Failure to provide the information required hereunder or the reports shall constitute sufficient cause for the Village to terminate the Contract.
14. **RIGHT TO REJECT MATERIALS.** The Contractor shall have the right to reject or leave at the curb any refuse or recyclable material that is not prepared according to the specifications, Village Ordinances, or educational materials provided by the Village (or by the Contractor with Village approval) to the residents of the Village. Such items may be left by the Contractor if they are not properly separated, placed in proper containers or, with respect to recyclables, are not designated recyclable materials for collection. The Contractor may also refuse to pick-up any refuse if it contains recyclables. In such cases, the Contractor shall notify the generator of the materials in writing concerning the reasons for rejecting the items.
15. **EXCLUSIVE RIGHT TO COLLECT & DISPOSE.** During the term of the Contract, Contractor shall have the exclusive right to collect and properly dispose of or recycle the solid waste and recyclables described in the Contract which are generated within the Village. The Village agrees that during the term of the Contract it will not engage other person or entities to perform the services described in the Contract.

16. **COUNTY, STATE AND FEDERAL LEGISLATION:** The Village and the Contractor each recognize that County, State and Federal legislation or regulation regarding solid waste recycling, collection and disposal may change during the term of the Contract. If any of the recyclable items set forth in Section III are declared toxic or hazardous waste by a political entity, Contractor's obligation to collect such items shall end. Any other change in applicable law which materially affects Contractor's cost of performance or ability to perform the Contract shall, at Contractor's option, permit Contractor to cancel or renegotiate the Contract on ninety (90) days notice to the Village.

17. **TERMINATION OF CONTRACT.** The Village reserves the right to terminate the Contract if the Village determines that the Contractor has failed to satisfactorily perform the work required as determined by the Village or any commission of any breach (material or otherwise) of the terms of the Contract or upon the bankruptcy or insolvency of the Contractor. In the event the Village decides to terminate the Contract, the Village shall give the Contractor no less than fifteen (15) days written notice before the termination takes effect. The fifteen (15) day period will begin upon the certified mailing of notice by the Village. After receipt of a notice of termination, the Contractor shall cease to perform any further work and satisfy all outstanding obligations. Following termination of the Contract, the Village shall not be responsible for and the Contractor hereby expressly waives any right or entitlement to any costs, fees or damages of whatever nature, either legal or equitable, that arises or may arise from the unilateral right of the Village to terminate the Contract.

Either party may terminate the Contract upon the breach of the other party if the non-breaching party has given written notice of the violations and the violation continues unremedied for sixty (60) days after such notice. The Contract may not be terminated as a result of causes beyond its reasonable control such as change in government regulation, strike or labor action, extraordinary weather conditions, etc.

18. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold the Village harmless from any and all claims and liabilities whatsoever, including, but not limited to judgments, costs, damages, expenses, and attorneys' fees in any way arising out of or caused by the work performed or provided by the Contractor under the Contract.

19. **PROPOSAL FOR SERVICES.** The Proposal for Services form is set forth in **Appendix A** and consists of the Contractor's Price Quote and the Qualifications Statement form which is set forth in **Appendix B** must be completed in ink or typewritten. The price quote of each item on the form must be stated in words and figures and in case of a conflict, the words shall take precedence.

20. **BASIS OF AWARD OF PROPOSAL.** The Village will not base its decision solely on price but will also consider service and other factors. The Village reserves the right to determine what contractor is in the best interest of the Village at the sole discretion of the Union Grove Board of Trustees. The Village may award the Contract to the Contractor whom the Village finds to be competent, reliable, responsible and qualified and whose proposal is the most favorable for the Village as determined by the Union Grove Board of Trustees in its absolute and sole discretion.

21. **NUMBER OF UNITS.** After a contract has been awarded, the Contractor shall make a count of the number of units expected to be provided with services under the contract. The Village and the contractor shall meet and review said count and determine the number of units under the contract. As new units are added (or subtracted) the monthly fee shall be adjusted based on the per unit cost set forth in the Contractors proposal.

22. The Village will review responsiveness to the qualifications requirements (**Qualifications Statement, Appendix B**) and compliance with the specifications and submittal requirements. The Contractor will be required to demonstrate that it is responsible, reliable, and capable of performing the work to be performed as requested in these specifications and that it possessed the necessary financial resources to perform the work in a proper and satisfactory manner. The information contained in the proposals shall be detailed, clear and fully responsive to every material requirement of the specifications.

In the event the Contractor that is initially selected is determined to be non-responsive or unqualified to perform the work required, the proposal will be rejected. The Village shall then select its next qualified Contractor. This process shall be repeated until a responsive, competent, reliable, and qualified Contractor is identified. The Village may waive minor, non-material irregularities in any proposal. The Village's determination regarding whether a proposal irregularity is minor and non-material shall be final.

### **SECTION III. RESIDENTIAL REFUSE COLLECTION AND DISPOSAL.**

1. **GENERAL REQUIREMENTS.** The Contractor shall collect and dispose of all garbage, trash, refuse, rubbish and other disposal items (hereinafter "refuse") from the units and municipally owned buildings and property in the Village designated in subsection B below. Such refuse shall include, but not be limited to, the following list of items:

- a. Well wrapped or bundled garbage.
- b. Small appliances (toasters, radios, etc.)

- c. Small furniture (3' x 5' or smaller), rugs and mattresses.
- d. Small auto parts if in containers (mufflers, etc.)
- e. Building materials placed in container up to (1) yard (lumber, plaster board, etc.) per year shall be accepted by contractor, and does not exceed sixty (60) pounds. All lumber must be cut in lengths not exceeding four (4) feet. Loose building materials shall not be subject to collection hereunder.

**The following items will NOT be picked up:**

- a. Stone, brick, rocks, concrete, rubble, earth or sod.
- b. Lawn clippings and/or leaves, tree trimmings and branches.
- c. Building material (except as listed above).
- d. Large auto parts (engine blocks, heads, fenders, etc.)
- e. Recyclables or solid waste that has been mixed with or contaminated by toxic or hazardous waste.
- f. Electronic waste, appliances and white goods will include air conditioners, clothes washers and dryers, dishwashers, freezers, microwave ovens, ovens, refrigerators, dehumidifiers, water heaters and stoves.

2. **CONTAINERS.** Under Option #1, all refuse placed shall be placed in containers which shall be provided by the Contractor. The size of the container shall not be less than 48-gallon capacity or larger than 96-gallon and picked up weekly by the Contractor. The Contractor may decline to collect any waste which is not properly contained or placed at the curb for collection or which contains any waste which Contractor has not agreed to collect under the Contract. Where the Contractor has reason to leave waste uncollected, Contractor shall inform the resident of the reason the waste was not collected.

- A. Refuse collection and disposal shall include the furnishing and weekly emptying of the following sized containers at the following Village -owned buildings/property:

Property	Container / Size
Village Hall	Garbage – 2 yard
	Recycle – 2 yard
Leider Park	Garbage – 2 yard

<b>Old School Park</b>	Garbage – 2 yard
<b>Legion Park</b>	Garbage – 2 yard
<b>Moe Young Park</b>	Garbage 2-yard
<b>Public Works Garage</b>	Garbage 4-yard
<b>Wastewater Plant</b>	Garbage (2) 2-yards

The cost of container rental and refuse disposal at the indicated Village owned buildings/parks shall be considered by and included in the price quoted by the contractor.

- 3. REFUSE COLLECTION AND DISPOSAL.** The contractor will provide sufficient vehicles to collect and dispose of all refuse. The trucks furnished shall be of a type suitable for the collection of garbage and of leak proof construction.

The Contractor shall provide and use uniformly covered truck bodies of the “packer” type. Bodies shall be of metal, watertight and designed and manufactured for the collection of garbage, refuse, and rubbish. The packer equipment shall not travel with its wheels closer than five (2) feet from the edge of any roadway pavement. The trucks shall be washed as often as is necessary to keep the equipment clean and attractive. Those operating trucks for the Contractor shall clean up any refuse that drops off or is blown off the truck while loading or traveling on the streets of the Village whether or not the material falls onto the street or onto private property. The Contractor shall bear the expense of maintenance and operation of the trucks.

#### **SECTION IV. RESIDENTIAL CURBSIDE RECYCLING AND PROCESSING.**

- 1. COLLECTION OF RECYCLABLES.** In addition to the collection and disposal of refuse, the Contractor shall collect from the units and Village owned buildings and property at a frequency of once a week (same day each period, and same day as the refuse collection for each unit) all recyclable materials placed in designated recycling container(s). Contractor shall be responsible for supplying containers for use by residents in holding recyclables for collection. Under Option #1, the size of the container shall not be less than 48-gallon capacity or larger than 96-gallon capacity. Contractor shall provide the Village when requested containers not less than 48-gallon capacity nor larger than 96-gallon capacity. The cost of the containers will be borne by the Contractor with the cost

of the containers as part of its per unit cost in the Proposal for Services (**Appendix A**) form.

The cost of disposal and processing of recyclable materials Village -owned buildings and property shall be considered by the Contractor and included in its proposal.

2. **SERVICE EQUIPMENT FOR RECYCLABLES COLLECTION.** The Contractor shall provide all equipment necessary to collect the recyclables on schedule and in a professional and efficient manner. Equipment shall be safe, sanitary and maintained in such a manner as to insure the separation of recyclables by material type and to assure efficient collection of the recyclables.
3. **SEPARATION OF RECYCLABLES.** Contractor shall be responsible for the necessary handling, separation or transformation of all recyclable material at the processing facility. The Contractor shall have the right to refuse to collect recyclable materials if they do not meet the definition of recyclable materials. All containers of recyclables shall be placed within five (5) feet of the curb or edge of street or road, as well as all designated private roads. The hours of collection shall be between **6:00 a.m. and 5:00 p.m.** The recyclable items, which will be collected as part of this program are as follows: Aluminum cans; corrugated cardboard & other Container board; Glass (clear, brown & green) containers; newspaper; Steel, Tin and BI-metal cans; Plastic Containers Types 1 through 7; Waste Oil (Must be in leak-proof, non-breakable containers with a threaded lid, maximum volume of 1 gallon placed outside the recycling cart; Lead Acid (car and truck batteries) casing must be undamaged - these are set next to the recycling cart.; magazines; advertising circulars (junk mail); Office Paper; Appliances (all white goods); Tires (2 tires per week, maximum of 8 tires per unit per year). The tire must be off the rim. Each unit shall place the recyclable materials in the furnished container. Glass and plastic shall be deposited in tact with metal or plastic cap removed. All recyclable metals and plastic containers, bottles and cans shall be rinsed out by the resident. All recyclable materials must be clean, uncontaminated, and dry, not food or oil stained and must meet any other material specifications of the secondary market for same materials. Upon emptying of containers, Contractor shall return the same to the curbside or driveway so as not to present a driving hazard.
4. **TRANSPORTATION AND MARKETING OR RECYCLABLE MATERIALS.** The Contractor shall be responsible for the transportation and marketing of all recyclable materials and shall retain all proceeds. No recyclable materials are to be deposited in a landfill or disposed of in violation of any law, ordinance or regulation. The process of securing markets includes the Contractor obtaining contracts for the sale of recyclable materials and arranging for the transporting of materials to markets. Contractor further agrees that all recyclable materials shall be transported to a licensed landfill site and/or processing facility for recyclable

materials and disposed of as required. Contractor will advise the Village of site location.

5. **COMPLIANCE.** Contractor shall comply with all state and federal laws and regulations and ordinances of the Village relating to the collection, transportation, processing and disposal of recyclable materials. The Village reserves the right to designate additional solid waste materials as recyclable or currently collected materials as no longer recyclable in accordance with law and to either add or delete them from any collection services provided by the Contractor. The Village shall provide written notice to the Contractor of any such change.