



CITY OF BLOOMFIELD HILLS

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# Municipal Solid Waste (MSW), Recycle and Yard Waste Collection and Disposal Program

## DESCRIPTION OF SERVICES TO BE PROVIDED AND SPECIFICATIONS

CITY OF BLOOMFIELD HILLS  
MSW, RECYCLE AND YARD WASTE – COLLECTION AND DISPOSAL PROGRAM  
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**NOVEMBER 2014**

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**I. DEFINITIONS**

Definitions and terms: Whenever referred to in any and all documents, following terms (or pronouns used in place of them) occur, the intent and meaning thereof shall be interpreted as follows:

Ash: Includes residue from fires used for cooking or heating buildings.

Billing: The invoicing and collection of revenues from all residential Bloomfield Hills City residents.

Brush: Includes branches, twigs and shrub clippings that are greater than six (6") inches in diameter, bundled with the bundle size not to exceed four (4') foot lengths and the weight limit not to exceed sixty (60) pounds per bundle.

Bulk Item: Large pieces of furniture, bedsprings, mattresses, household appliances and other discarded materials incidental to the usual major routine of housekeeping.

Chipping: The feeding of branches through a well maintained and OSHA approved brush chipper.

Christmas Trees: Trees used for decoration to celebrate the Christmas holiday.

City: The governmental entity, including its officers, employees and agents, representing the area of the City of Bloomfield Hills, Michigan.

Commercial Property: All business establishments, churches, schools, office buildings and other establishments engaged in commerce.

Commercial Refuse: Any and all accumulation of mixed refuse generated by business establishments, churches, schools, office buildings and other establishments engaged in commerce.

Construction Waste: Waste materials from the demolition, construction, remodeling and repair operations on residences and other buildings, a small amount of which shall be accepted by the Contractor as the normal amount of refuse from households (if the quantity does not exceed sixty (60) pounds in weight, one (1) bushel in volume, or any piece is longer than four (4) feet in length). In greater quantity, it shall not be regarded as municipal solid waste but as industrial refuse, and shall be removed by a building or demolition contractor employed by the resident, or by the resident himself/herself. Construction waste shall not include banned or hazardous substances such as asbestos.

Contractor: A private individual, firm, partnership or corporation collecting and disposing of MSW pursuant to a duly authorized and executed contract with the City to provide such services at a certain price or rate.

County: The governmental entity representing the incorporated area of the County of Oakland, State of Michigan.

Customer Service: Assistance provided to Bloomfield Hills City customers by personnel trained and knowledgeable in the services and specifics of this Contract. All inquiries, complaints, questions or concerns shall be directed to Customer Service.

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Curbside: The designated physical location for the placement of refuse accumulations intended for residential service collection and disposal. This designated location shall be as near as possible to the traveled streets. The intention of a curbside designation is to allow collection by the Contractor's personnel in a rapid manner with walking or reaching requirements minimized.

Door-side: The physical location for the placement of refuse accumulations intended for residential service collection and disposal. This location shall be at a designated and accessible location near or adjacent to a residential home or dwelling. The vehicle type to be used for door-side or inside collection service shall be a single axle cube van, step van or equivalent.

Field Manager: An employee retained by the Contractor to oversee the collection of solid waste in the field.

Household Batteries: Includes all dry cell non-industrial batteries. (No automobile or wet cell batteries.)

Household Hazardous Waste: Any household waste material customarily generated by a single family home that may be described as ignitable, reactive, corrosive or toxic, or other such materials as defined by the Michigan Department of Natural Resources Hazardous Waste Management Act (Act 64 of 1979, as amended), including both wet and dry cell batteries.

Industrial Refuse: Shall mean waste materials resulting from industrial and/or manufacturing operations or processes of every nature whatsoever, including refuse material resulting from cleaning up in connection with such operations and processes. Industrial refuse as defined in this section shall not and is not classified as single family home MSW.

Inside: Shall refer to the physical location for the placement of refuse accumulations intended for residential service collection and disposal. This designated location shall be at an easily accessible location immediately inside an open or unlocked garage door to a residential home or dwelling. The vehicle type to be used for door-side or inside collection service shall be a single axle cube van, step van or equivalent, approved by the City.

Landfill: Shall mean any properly licensed solid waste land disposal area for which a permit, other than a general permit, is required by and has been issued under Part 115 of Act No. 451 of the Public Acts of 1994, State of Michigan as amended, that receives solid waste for disposal in or upon land.

Manager: The duly appointed City Manager of Bloomfield Hills or a duly authorized and designated representative of the City Manager.

Medical Sharps: Shall refer to syringes used for treating such conditions as diabetes. The items shall be put into appropriate bio-hazard containers and placed in the recycle bin where they will be collected with the regular recyclable program. Bio-hazard containers shall be supplied by the Contractor. The Contractor shall dispose of the medical sharps using federal, state and local laws and guidelines for medical waste.

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Municipal Solid Waste (MSW) or Solid Waste: As defined by Part 115 of Act No. 451 of the Public Acts of 1994, as amended from time to time. Shall include animal and vegetable waste resulting from the handling, preparation, cooking and consumption of foods and all other organic matter subject to rapid decomposition, as well as paper, cartons, boxes, crockery, and ordinary wastes from residential dwellings. Shall also include bulk items, Christmas trees, rubbish, and construction waste (in limited quantities), as defined herein. Trimmings and/or branches, greater than two (2) inches in diameter and not exceeding six (6) inches in diameter, no longer than four (4) feet in length, bundled and tied, with each bundle not exceeding sixty (60) pounds in weight will also be collected as MSW.

Material Recovery Facility (MRF): A facility for the separation of recyclable materials from the waste stream for marketing as reusable product or raw material.

Multiple-Family Residence: The grouping together of more than two (2) residential units under a common roof.

Recyclables: A collection of recyclable materials as approved by the City, the Contractor and the MRF and placed in a single, approved container for collection.

Resident Manager: The Contractor's on-site operations manager responsible for the coordination of all work completed under this contract. The Contractor shall have substantial experience in the operation and management of a MSW collection system.

Rubbish: The miscellaneous solid waste material, resulting from housekeeping, will include, but not be limited to packing boxes, cartons, excelsior, paper, magazines, ashes, tin cans, bottles, glassware, dishes, rubber, rags, wood, leather, automobile tires, automobile parts, floor sweepings, etc. It will further include large pieces of furniture, bed springs, storm doors and windows, dishwashers, air conditioning units, furnaces, humidifiers and dehumidifiers, hot water heaters, water closets, toilets, bathtubs, sinks, carpets and pads, railroad ties and fences or fence posts not exceeding 4' x 4" in dimension and other discarded material incidental to the usual routine of housekeeping.

Selection Committee: A City Committee for the purpose of reviewing MSW, Recycling, Yard Waste Contract Proposals, appointed by the City Mayor and including but not limited to the City Manager and the City Attorney.

Single-Family Home: A separate residential structure, plus certain residential condominium units as designated by the City Manager.

Surety: The party who is bound with and for the Contractor to insure the performance of the contract.

Unit Rate: The quarterly rate or fee charged by the Contractor for various collection, processing and disposal services (as described herein) prorated on a unit basis, i.e. per single family residence or multi-family residence.

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Yard Waste: The miscellaneous waste material resulting from landscaping a home will include, but not be limited to grass, weeds, leaves, shrub clippings, twigs, tree trimmings (not to exceed two (2) inches in diameter, four (4) feet in length and tied in bundles not to exceed sixty (60) pounds). Also included shall be garden waste material, dirt incidental to minor plantings, etc. Yard waste shall be placed in approved paper yard waste bags or approved labeled containers, as designated by the City, and collected for the purpose of processing into humus or compost.

**II. SERVICES REQUESTED**

**A. SINGLE-FAMILY**

1. Municipal Solid Waste Collection and Disposal: Once a week collection and transportation of all MSW placed at curbside, door-side or inside (separate unit bid or inside separate unit bid) of single-family homes. This contract item includes the collection and disposal of bulk items. Recyclables and yard waste shall be collected separately in a specific truck.

The City of Bloomfield Hills has adopted an ordinance requiring single-family residents and multi-family residences to place MSW, recyclables, bulk items and yard waste separately at the curbside, door-side or inside, in compliance with these specifications. Accordingly, participation by single-family residents and multi-family residents in the recycling and yard waste programs is mandatory. White goods requiring refrigerant gas removal prior to disposal and/or recycling shall be collected separately and taken to the Contractor's facility for such gas removal as set forth by Section 608 of the Federal Clean Air Act rules promulgated thereunder. Contractor shall comply with these regulations and arrange for appropriate disposal of recovered gases.

MSW is required to be placed by the householder in City-approved 65-gallon cart or standard plastic-type collection bags. The householder will be provided one cart at no cost. Additional carts will be available from the Contractor at a reasonable cost to the householder. Once delivered by the Contractor to single-family residences, the containers shall be the property of the City. The carts shall be constructed of heavy duty, durable plastic, attractive in appearance as approved by the City. Each container shall have a waterproof lid. The cart color and printed or embossed lettering shall identify the container as Property of City of Bloomfield Hills.

Any material that will not conveniently fit inside containers will be tied in bundles not to exceed four (4) feet length and eighteen (18) inches in diameter for collection. Carts, bags or bundles shall not exceed sixty (60) pounds each.

This portion of the contract will also be bid on the basis of providing for the collection, transportation and disposal of materials to either an approved licensed landfill or resource recovery incinerator. (See Sec. III, E)

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2. Recycling: Once a week collection and transportation of recyclables placed in approved containers as specified in Section II. 4 (page 8 of this document), to be supplied by the Contractor for that purpose, and placed at the curbside, door-side or inside by single-family residents at the same time as the MSW and yard waste. The recycling program includes all materials as approved by the City, the Contractor and the MRF and placed in a single, approved container for collection. As indicated above, the Recycling Program is a mandatory program. All collected recyclables shall be delivered to the MRF for processing and marketing.

The Contractor will be required to provide a documented and detailed account of all recyclables collected, to the City on a quarterly basis.

3. Yard Waste Collection and Processing: The Contractor will collect yard waste weekly from all single-family houses and deliver the material to a licensed compost site in accordance with the City's agreement. The Contractor shall provide a composting site to accept yard waste during the term of the contract. There shall be no limitation on the number of bags residents are permitted to place at the curb. Separate yard waste collection shall be provided by the Contractor from the week on which March 15 falls, through the second full week of collection in December of each contract year, with the exception that Christmas trees shall be collected with MSW and processed in accordance with the State requirements below. The Contractor shall also provide to the City, without charge, screened, finished compost each year of the contract, as needed. The compost will be ordered in increments at the direction of the City.

Yard waste must be placed in approved paper yard waste bags or approved labeled containers, as may be designated by the City, for collection at curbside for the purpose of processing into humus or compost. Other yard waste, such as tree limbs, shall be securely tied in bundles, not to exceed four (4) feet in length and eighteen (18) inches in diameter, two (2) inches in diameter and sixty (60) pounds per bundle.

The Contractor shall not be required, nor shall they charge, for the removal of yard waste at condominium or multi-family complexes where landscaping services, such as lawn mowing and leaf collection, are contracted for by the condominium association or management company. Any random placement of yard waste at such sites shall be removed with the MSW by the Contractor as incidental to this contract.

The Contractor shall, once each year, collect from each residence, discarded Christmas trees if placed at the curbside through the third week of January each year, and shall transport the same with MSW as allowed by the State of Michigan.

Fees payable by, proceeds or profits earned by the delivering of yard waste for composting shall be the responsibility of the Contractor.

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4. Containers for Recyclables: The Contractor shall be required to furnish, maintain and store a supply of 95-gallon carts for recyclables. Once delivered to single-family residences, the containers shall be the property of the City. The carts shall be constructed of heavy duty, durable plastic, attractive in appearance as approved by the City. Each container shall have a waterproof lid. The cart color and printed or embossed lettering shall identify the container as Property of City of Bloomfield Hills. The labeling of the container shall also include a recycling logo to be determined by the City. Neither the Contractor's name nor the Contractor's logo shall appear on the container. Bidders shall provide a sample of their commingled recycling container along with a set of specifications and drawings describing the container in detail.
  
5. Bulk Item Collection and Disposal: As noted above, Bulk Item Collection and Disposal is not a pay item, rather, it is inclusive in the unit rates for collection and disposal of MSW.

The Contractor shall collect and properly dispose of all bulk items from all residential locations within the City on a weekly schedule on the same day as the regularly scheduled pickup. Bulk Items shall be incidental to the contract and collected weekly without notification from the resident.

Bulk items to be picked up under this contract shall include, but not be limited to, the following household discards: washers, dryers, air conditioners, microwave ovens, furniture, humidifiers, dehumidifiers, stoves, refrigerators, hot water heaters, carpets and pads cut and bundled to four (4) feet in length and eighteen (18) inches in diameter, storm doors and windows with the glass properly removed and packaged, lawn furniture, railroad ties, fence parts or sections no larger than 4' x 4', and similar household rubbish incidental to the routine of housekeeping. All items requiring the removal of substances, such as Freon, are to be completed and are incidental to the contract.

Items subject to exclusion under this contract shall be as follows:

Tree branches or logs (exceeding four (4) feet in length or six (6) inches in diameter), stumps, large parts of cars, dirt, building materials, bricks and concrete blocks. REASONABLE quantities of the above materials shall be taken by the Contractor if reduced to smaller dimensions, and placed in proper containers not exceeding weight limitations.

Tree branches or logs exceeding six (6) inches up to a maximum of eighteen (18) in diameter, shall be subject to pick up by special request from the homeowner under the Brush Collection/Chipping provision of this contract. Shall the question arise whether or not an object to be picked up falls under this contract, the City Manager or his/her designated representative shall make the final decision.

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The Contractor shall make all arrangements necessary for final disposal of all collected bulk items outside the City. The disposal site(s) to be used must operate in accordance with Part 115 of Act No. 451 of the Public Acts of 1994, State of Michigan and all applicable state regulations, as amended from time to time and must also be approved for the use by the City Manager.

B. MULTI-FAMILY

All MSW and bulk items shall be collected and disposed of once each week (unless otherwise stated) from each multi-family site, according to established procedures and routes. The Contractor shall collect from either stockpiles of bags from the curbside, individual stops, or from dumpsters as provided by the Contractor of each multi-family residence. The Contractor may propose alternative methods of collection, subject to the approval or denial of the City Manager or his/her designated representative.

All MSW collected at individual stops are required to be placed by the multi-family residents in City-approved 65-gallon carts to be supplied by the Contractor. The 65-gallon carts shall be in compliance with the requirements stated in Section II. A, above, or in standard plastic-type collection bags (one-way containers).

MSW is to be collected from multi-family sites using one of the three (3) collection methods specified below. Multi-family collection and disposal service is limited to normal MSW generated by the occupants of multi-family residential units and, therefore, **does not include the collection and disposal of yard waste or maintenance debris**. Multi-family residential units, relative to single residences, generate substantially less MSW.

There are three (3) methods of MSW collection for multi-family sites:

1. Stockpiled Bags  
Bags (30 gallon) or bundles of MSW stockpiled at one curbside location (or several locations if a large multi-family site).
2. Individual Stops  
Bags (30 gallon), City-approved 65-gallon carts and bundles of MSW placed at the curbside, individually, in front of each multi-family residence. Variations of this type are: 1) Door-side – MSW is placed outside the residence. 2) Inside – MSW is placed inside the garage.
3. Dumpster Service  
Front-end or rear-end loading dumpsters, owned and maintained by the Contractor, placed at appropriate locations (in consultation with the multi-family site's resident manager).

The Contractor will remain responsible for the ongoing maintenance of the dumpsters and will keep the same in good and safe condition at all times, freshly painted with the Contractor's name and company logo on each dumpster.

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C. MULTI-FAMILY RECYCLING

The City, by ordinance, requires multi-family sites to be included in the Recycling Program. The bidder shall utilize current methods of collection for residents of multi-family sites (curb-side, door-side or inside) to participate in the recycling program.

Current methods of Recycling:

1. Stockpiled at Curbside  
Recycle bins are placed alongside MSW at one curbside location (or several locations if a large multi-family site).
2. Individual Stops  
Recycle 95-gallon carts placed alongside MSW at the curbside, individually, in front of each multi-family residence. Variations of this type are: 1) Door-side – Recycle cart is placed outside the residence. 2) Inside – Recycle cart is placed inside the garage.
3. Dumpster Service  
Recycle bins placed alongside or near dumpster(s) in one or several locations as required for service.

The Contractor may submit an alternate proposal for recycling program collection as an attachment to the Bid Instructions. The City will have the option of adopting or denying the proposed collection method for the recycling program. The proposal shall describe how multi-family recycling programs can be provided considering each of the three (3) methods of multi-family MSW collections described above. The proposal shall also include the unit rate for providing the service.

D. BULK ITEM COLLECTION AND DISPOSAL

The rules, regulations and requirements regarding bulk items service shall be the same for multi-family units as specified for single-family service and shall apply only to those items belonging to residents or tenants.

The Contractor shall not, nor will it be required to, collect and dispose of bulk items removed from units of any residential rental complex as a result of replacement or renovation program by the property owner, manager or their agents as an improvement project.

E. ADDITIONAL SERVICES

1. Dumpster Service at City Hall and DPW Building: It is the intent of the City to continue existing MSW dumpster service at City Hall and the DPW Building. The Contractor shall provide Contractor owned dumpsters in accordance with all the needs and changing needs of the City and shall remain responsible for the ongoing maintenance of the dumpsters. Dumpsters shall be kept in good and safe condition at all times, freshly painted with the Contractor's name and logo on each.

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The Contractor shall agree to indemnify, defend, and hold harmless the City and the City's agents, officials, and employees, from and against any and all claims, loss, liability, damages, costs, and expenses, including, but not limited to, all reasonable fees and charges of attorneys, and other professional services, and other time and expenses incurred by the City using its own staff and all court or other dispute resolution costs, that arise out of and to the extent caused by defect in the equipment used to provide Dumpster Service, or in lack of, or improper maintenance of a dumpster, regardless of whether or not such claim, loss, liability, damage, cost, or expense is caused or contributed to, in part, by a party indemnified in the Contract.

The Itemized Bid requires a unit cost for transport and disposal of the dumpster material; the dumpster will be incidental.

2. Collection of MSW, Recyclables and Yard Waste at City Hall and DPW Building: The Contractor will be required to provide for the complete MSW collection and disposal at City Hall and the DPW Building in accordance with the services provided under "Single-Family" service descriptions of MSW and recyclables. The Contractor shall bill the City for services rendered in accordance with the unit rate of a "Single-Family" for each facility.
3. Cleanup Assistance – Packer, Driver and Laborer: Payment for assistance with special programs (such as storm clean ups) requiring packer, driver and laborer, shall be bid on an hourly rate basis. Disposal of the material collected based on the rates for equipment and personnel in this contract shall be bid on a per load basis.
4. Brush Collection/Chipping Service: A property owner needing to arrange for the chipping and/or removal of brush shall be instructed to contact the Contractor. A Manager or company representative shall meet with the property owner at the property where the material is stockpiled. The Contractor shall provide the property owner with a price quotation, based on the quoted and approved prices in this bid, for all costs associated with the removal and disposal.

The property owner shall be asked to sign a form authorizing the Contractor to remove the material and bill the property owner directly for the time worked.

The required service shall run for the entire length of the solid waste contract. Service shall be rendered within seven (7) days of the request of the resident or City, except where, due to holidays or unforeseen circumstances, it is necessary to work on Saturday. The maximum diameter of limbs to be chipped or collected shall be twelve (12) inches. In no case shall brush collection/chipping be allowed on Sunday unless approval has been given in writing by the City Manager or his authorized representative. Service shall be invoked in accordance with the specifications attached hereto and shall be considered an integral part hereof.

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5. Emergencies: For emergencies that occur during any given time, the City shall pay the rate agreed upon for packer, driver and laborer, brush collection/chipper service or combination of these services as required for cleanup as stated in the Itemized Bid for "Additional Services" in the contract. An emergency situation shall generally be, but not limited to, any storm or catastrophic event where excessive debris is generated due to an Act of God (e.g. flood, ice, windstorm or riot) or man and from all other causes whatsoever not directly due to the acts or neglect of the homeowner or directly due to the acts or neglect of the homeowner or the City. The City Manager shall determine what constitutes an emergency on a per emergency situation basis.
6. Refuse Removal for Non-Contract Waste: A property owner needing to arrange for the removal of non-contract waste shall be instructed to contact the Contractor. A Manager or company representative shall meet with the property owner at the property where the material is stockpiled within 48 hours of the contact. The Contractor shall provide the property owner with a price quotation for all costs associated with the removal and disposal.

The property owner will be asked to sign a form authorizing the Contractor to remove the material and bill the property owner directly at the price quoted or collect the payment upon completion of the project and issue a receipt.

7. Senior Citizen Discount: All senior citizens or senior citizen couples age 65 and older are eligible for a monthly five percent (5%) senior citizen discount. Following verification of age, this discount will be credited on each subsequent invoice. Only one discount per eligible senior citizen residence will be allowed. The City and Contractor shall develop the process for verification of age and home ownership cooperatively.
8. Other Discounts (OPTIONAL): The Contractor is encouraged to develop additional discounts for Bloomfield Hills customers including, but not limited to: a.) annual prepayment discount; and b.) automatic payment program discount.
9. Extended Leave/Suspension of Service: The City's goal is to allow residents to suspend service when they are away from their homes for an extended period. The suspension shall be for a minimum term of one (1) month and a maximum of three (3) months, one time per calendar year. Residents are to contact the Contractor to **suspend** service and contact the Contractor to **reestablish** service. Placing refuse out for pickup will stop the suspension and the resident will be responsible for payment of service from that point on.

In cases where the home is deemed unlivable, such as when there is a demolition or construction is going on in the home, the resident may suspend their service past the three (3) month maximum by providing the Contractor with proof of construction or demolition.

All administration and customer service related to the extended leave or suspension program shall be the responsibility of the Contractor.

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G. EXCEPTIONS

Any exceptions, substitutions, deviations, etc. from the City specifications and this proposal must be stated with the bid. The reason(s) for the exception, deviation, or substitution are an integral part of this bid.

H. MATERIAL SAFETY DATA SHEET

All City of Bloomfield Hills purchases require a Material Safety Data Sheet, where applicable, in compliance with the MIOSHA "Right to Know" Law.

I. PERSONNEL AND EQUIPMENT

A minimum field crew size must be maintained to assure satisfactory completion of the project and to maintain safety standards. A list of the personnel and their equipment (e.g., chippers, manpower, trucks, etc.), which is available for contract work, shall be submitted with each bid. Properly licensed individuals, in accordance with applicable OSHA standards, State and Federal Laws and City Ordinances, shall perform all work. No equipment shall be parked on site overnight or left on any street overnight.

J. 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 replace trees, shrubs and turf damage by its work in an expedient manner. 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 shall be used 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.

The Contractor shall agree to indemnify, defend, and hold harmless the City and the City's agents, officials, and employees, from and against any and all claims, loss, liability, damages, costs, and expenses, including, but not limited to, all reasonable fees and charges of attorneys, and other professional services, and other time and expenses incurred by the City using its own staff and all court or other dispute resolution costs, that arise out of and to the extent caused by the negligent acts, errors or omissions of the Contractor, its agent, subcontractors, or employees, resulting in property damage, regardless of whether or not such claim, loss, liability, damage, cost, or expense is caused or contributed to, in part, by a party indemnified in the Contract.

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K. EMERGENCY NUMBERS

The Contractor must list a 24-hour phone number for emergency as needed (e.g. ice storms, wind storms, etc.). The Contractor must have the demonstrated ability to have available, necessary equipment and personnel on site within 24 hours of contact from the City of Bloomfield Hills.

In the event an emergency occurs requiring yard waste material to be collected outside the normal operating dates of the compost facility, the City of Bloomfield Hills shall make available its storage facility to stockpile chips and/or brush.

L. DAYS OF COLLECTION

Service is preferred to take place on one (1) day for the entire city. As an option, the City would accept proposals for two (2) day service. Service shall be rendered within seven (7) days of the request between Monday and Friday except where, due to holidays or unforeseen circumstances, it is necessary to work on Saturday. In no case shall any work be allowed on Sunday unless approval has been given in writing by the City Manager or authorized representative.

M. DAILY RECORD KEEPING

The Contractor shall keep complete, accurate, daily records of the net actual cost of charges in the work and shall present such information in such form and at such times as the Owner may direct. Compensation or damages shall be made or allowed because of such termination of the Contract.

III. ADMINISTRATIVE SPECIFICATIONS

A. RESIDENTIAL COUNTS

It is understood and agreed that the number of dwelling units within the City will change during the life of the contract. The Contractor shall be required to service all such population growth and additional units within the City. The number of dwellings added or subtracted each month will be based on the Oakland County Department of Management and Budget, Equalization Division's count of occupied dwellings each month or the number of units demolished. The City agrees to assist in providing a listing of the units to be serviced under this contract. The current housing count is provided below.

<u>Housing Type:</u>	<u>Number of Units:</u>
Single Family Detached	1,287
Duplex	15
Townhouse / Attached Condo.	200
Multi-Unit Apartment	<u>208</u>
Total	1,710

Collections from new single and multi-family units shall start on the first scheduled collection day following occupancy.

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The Contractor shall be required to provide the number of units collected each day on the scheduled route.

B. CONTRACTOR'S COMPENSATION (See Contract, section 11, item T)

The Contractor shall be responsible for billing each single-family residence or multi-family unit on a quarterly basis in advance for the services provided in accordance with the per unit rates of the contract. The City, by ordinance, requires each single-family and multi-family resident to participate in the program. The ordinance requires each owner of property to pay on a quarterly basis, the per unit rate in accordance with the contract for all phases of MSW removal. The ordinance imposes penalties for those residents who are not in compliance with the Solid Waste Ordinance.

The Contractor will bill the property owner thirty (30) days prior to the beginning of each quarter. The due date for the billing shall be the last business day prior to the beginning of the quarter. In addition, the Contractor shall notify all delinquent residents in August of any outstanding balances and inform the property owner that the balance, if unpaid, will be collected through the City in the property taxes. The Contractor will bill the City September 1<sup>st</sup> of each contract year for any unpaid service, in accordance with the Ordinance. The City agrees to remit payment to the Contractor within thirty (30) days after receipt of the Contractor's billing.

C. PRIVATE AGREEMENTS

The Contractor optionally may contract with firms, individuals or agencies for collection service outside the scope of this contract, subject to any regulations governing private collectors generally, and provided that such operations shall not interfere with the satisfactory carrying out of the work and obligations of this contract as determined by the City. These special service arrangements for commercial and industrial garbage and rubbish should be made available at negotiated rates. Where an equitable rate cannot be agreed upon by the customer, the customer shall be free to hire another licensed private collector. Nothing in this contract shall be construed to mean that any business or industrial establishment must use the contractor's services if available

At no time will any MSW being collected under private contract with the Contractor from commercial or industrial properties not specifically delineated in this contract be commingled, mixed with, and/or transported in the same vehicles which are being employed to carry out the tasks outlined in this contract. Packers or other vehicles engaged in the task of collecting MSW, recyclables or yard waste from single-family or multi-family residence stops in City of Bloomfield Hills shall not be used to collect materials from any other source.

D. EMPLOYEE COMPENSATION

The Contractor agrees to pay its employees not less than the federal minimum wage and to abide by the requirements set forth in the Fair Labor Standards Act, as amended.

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E. DISPOSAL SITE

The Contractor is responsible for providing for the disposal of MSW, recyclables, yard waste, bulky items, billing and customer service for the duration of the contract at site(s) which meet the requirements of Part 115 of Act No. 451 of the Public Acts of 1994, State of Michigan and all applicable regulations, as amended from time to time.

The Contractor agrees to and will assume complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and deposit of solid waste which are or might be necessary and required of the Contractor by any authorized governmental agency. The Contractor further agrees to abide by any and all laws, rules and regulations that are imposed by any authorized agency or unit of government, including the City, and to hold the City harmless from any violation therefrom.

The Contractor further agrees to assume responsibility for paying all disposal fees and other financial obligations for all materials collected and disposed of at the facilities provided by the Contractor.

The Contractor shall make all arrangements necessary for disposing of, as well as any short time storage of all collected solid waste outside the limits of City of Bloomfield Hills.

The successful bidder must notify the City of the location of the disposal site(s) to be used, including sites utilized for composting and recycling of material, and must furnish evidence that the site(s) meets the requirements of Act 451. The Contractor shall provide the City with any applicable operating license of each of the disposal, recycling, and/or composting site(s) during the contract period. The Contractor shall be required to notify the City in writing of said change and submit documents verifying that the site(s) meet the requirements of Part 115 of Act No. 451 of the Public Acts of 1994, State of Michigan, and all applicable regulations, as amended from time to time. A copy of the facility's license must also be submitted to the City.

F. INSURANCE AND BOND REQUIREMENTS

The following minimum insurance protection amounts may be increased or decreased in amounts set forth by specific Resolution of the City Commission from time to time:

1. Owner's and Contractor's Protective Liability: The Contractor shall procure and maintain during the life of the contract Owner's and Contractor's Protective Liability and Insurance, in the name of the City, in an amount not less than \$2,000,000 per occurrence; and \$2,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof; in an amount not less than \$2,000,000 on account of each occurrence. This insurance shall be in an insurance company authorized to do business in the State of Michigan and acceptable to the City.
2. Workers' Compensation: The Contractor shall procure and maintain during the life of this contract, statutory Michigan Workers' Compensation and \$100,000 Employers Liability Insurance for all employees employed at

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or in the vicinity of the Contractor's property, on any property used in connection with the Contractor's operation or in carrying out any work related to this contract. This insurance shall comply with all applicable rules and regulations of the State of Michigan, and shall be in an insurance company authorized to do business in the State of Michigan and acceptable to the City.

3. Liability Insurance: An ACORD certificate of insurance, or its equivalent, shall be furnished to the City evidencing insurance in force for the duration of and applicable to this contract in an insurance company acceptable to the City with these minimums:
- a. General Liability (affording coverage not less than ISO & Commercial General Liability coverage form):
    - i. Check mark indicating occurrence as opposed to claims made form.
    - ii. Limits of Liability: \$2,000,000 each occurrence; \$2,000,000 general and products completed operations aggregates; Personal Injury: \$2,000,000 aggregate.
  - b. Automobile Liability
    - i. Check mark indicating coverage as to any automobile, both owned and non-owned.
    - ii. Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded.
    - iii. Limits of Liability: Personal Injury: \$2,000,000 each person, \$2,000,000 each occurrence; Property Damage: \$500,000 each occurrence. Acceptable alternative; \$2,000,000 combined single limit.
    - iv. Proof of Insurance should be provided for and should identify each waste hauling vehicle to be used within the City.
  - c. Acceptable alternate limits or combinations of primary and excess of umbrella limits to equal not less than those shown in a. and b. above.

The Contractor shall furnish to the City an ACORD certificate of this insurance evidencing the foregoing and which shall provide for thirty (30) days advance written notice to the City in the event of cancellation.

Description section of ACORD form is to read as follows: "The City of Bloomfield Hills is named as additional insured on a primary and non-contributory basis over insurance or self-insurance program carried by or available to the City other than Workers Compensation/Employers Liability".

Thirty (30) days written, advance notice of cancellation is to be furnished to the City of Bloomfield Hills, Manager's Office, 45 East Long Lake Road Bloomfield Hills, MI 48304-2322, and all certificates of insurance shall so stipulate.

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The Contractor agrees that they will file all required certificates of insurance satisfactory to the City with the City Manager simultaneous with, or prior to, the execution of this contract indicating that the insurance required herein has been taken out and is in full force and effect. Further, they will provide updated certificates annually prior to the policy's expiration date, to indicate that that policy and conditions required hereunder are in full force and effect during the life of this contract.

The policy of insurance underlying the certificates shall further provide for continuing liability there under to the full amount thereof, notwithstanding any recovery thereon, and that insolvency or bankruptcy of the insured shall not release the insurer.

The cancellation, surrender or other termination of any insurance policy issued and for which a certificate is filed with the City, in compliance with this Section for a waste hauling vehicle being used to collect or transport refuse, shall automatically prohibit use of the waste hauling vehicle within the City unless another policy complying with this Section shall be in effect and the certificated therefore is deposited with the City, prior to the time of such cancellation or termination.

4. Subcontractors Insurance Requirements: If approval is granted by the City for the Contractor to subcontract any or all of this contract to others, then prior to commencing the subcontract, the Contractor shall furnish certificates evidencing the same insurance and owners Protective Liability Insurance for the City as required in F(1) through F(3) of this Section (above).
5. Performance Bond (See Contract, section 8): The Contractor shall, 60 days prior to the execution of this contract, execute and furnish to the City a bond or an approved letter of credit in the penal sum of \$1,000,000, payable to City of Bloomfield Hills, Michigan, with corporate surety and to the approval of the City Attorney's conditioned (Acts of God, excepted) that the Contractor for and during the period of this contract will faithfully, timely and fully comply with its provisions. The bond shall be issued in a surety acceptable to the City and licensed to do business in Michigan.

The contract between the awarded bidder (Contractor) and the City shall not be valid or binding against City of Bloomfield Hills, Michigan, until and unless such surety bond is deposited with the City.

The condition of such bond shall be that the Contractor shall faithfully, timely and fully perform all conditions of the contract and its terms, conditions and requirements.

6. Bid Bond: Each bid must be accompanied by a bond executed by a surety company licensed to do business in the State of Michigan in the amount of one hundred thousand dollars (\$100,000), (1) with surety acceptable to the City, (2) by irrevocable bank letter of credit, or (3) a certified check of the bidder payable to the City of Bloomfield Hills. The Bid Bond will serve as a guarantee on the part of the Contractor that it will, if called upon to do so, accept and enter into a contract to perform the work covered by the Bid and at the rates stated therein and to furnish

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a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Contractor have executed the Contract, or if no Contractor's Bid has been selected within ninety (90) days after the date of the opening of Bids, upon demand of the Contractor at any time thereafter, so long as it has not been notified of the acceptance of its Bid.

G. CONTRACTOR'S FAILURE TO PERFORM

In the event the City, through the City Manager, determines that the Contractor has failed to perform under this contract with regard to the commencement of work on a timely basis, the performance of work with insufficient personnel and/or insufficient or improper equipment in order to assure the proper performance of such work, or with regard to any other material duty under this contract, excepting flood or other Act of God, the City shall provide a notice to the Contractor. If the Contractor has failed to cure the violation in a 30-day period, the City is authorized to take the following action:

1. If the violation constitutes the first uncured violation, and/or the first failure to cure a violation in a timely manner, and the same has not resulted in damage to person or property, the Contractor shall pay to the City, as liquidated damages, the sum of \$250.00, which shall be utilized by the City in relation to the administration of this contract and/or otherwise in relation to solid waste pickup, disposal and/or processing
2. If the Contractor has previously had one or more uncured violations and/or one or more failures to cure a violation in a timely manner, and there is an additional uncured violation or failure to cure a violation in a timely manner, and/or, if any violation or failure to cure a violation has resulted in damage to property, the Contractor shall pay a sum equal to the amount necessary to compensate for any damage to property, and, in addition, pay the sum of \$350.00 to the City, as liquidated damages, for the same utilization as provided under paragraph 1, above.
3. If the Contractor is found to be in violation of this contract, and if the violation has resulted in personal injury of one or more persons, the City may terminate this contract. The Contractor shall pay the sum of \$1,000 as liquidated damage to the City, for utilization as provided under paragraph 1, above.

This provision shall be in addition to any other remedies provided for under this contract and/or provided by law.

In addition, in the event the City shall determine, in its discretion, that serious and irreparable harm and damage is likely to occur to person and/or property, or that an impairment or pollution of the environment is likely to occur, the City is authorized to make any reasonable order to give any reasonable directive to the Contractor, and such directive shall be deemed to be a term of this contract with the view of avoiding serious and irreparable harm and damage and avoiding an impairment or pollution of the environment.

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In carrying out each of the provisions of this section of the contract, the Contractor shall be afforded a hearing by the City Manager, or by the designee of the City Manager, prior to any determination being made.

H. ASSIGNMENT

No assignment, subletting or subcontracting of this contract or any part thereof or assignment of any monies due under this contract shall be made by the Contractor without the written consent of the City, following an analysis by, and to the satisfaction of, the City with regard to the capability of a proposed assignee to responsibly and reliably undertake the duties and obligations of this contract. The determination as to whether to grant consent shall be made in the sole and exclusive judgment of the City Commission, which in making said determination, shall reasonably exercise discretion. Consent may be withheld for any reason deemed justifiable by the Commission with regard to assignment.

No assignment, subcontract or transfer of this contract, whether approved by the City or not, shall be construed as making the City a party to such assignment or transfer or subject the City to liability of any kind to any subcontractor, assignee or transferee. No subcontract, assignment or transfer of this contract shall under any circumstances relieve the Contractor of their liability and obligations under this contract and all transactions with the City must and shall be through the Contractor, unless otherwise agreed to in writing by the City.

If the Corporation/Company is sold, taken over, merged or changes hands in any way, it is the responsibility of the corporation/company to notify the City within five (5) business days from the transaction.

I. LAWS AND REGULATIONS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal and State laws, as well as local ordinances and regulations of the City, which shall in any manner affect the work to be done under this contract. The Contractor shall indemnify and hold harmless the City and all its officers, representatives, agents and employees, from and against any and all claims of, loss, liability, damages, costs, an expenses arising from or based on the violation of any such law, ordinance or regulation whether by the Contractor, employees or any approved subcontractors, regardless of whether or not such claim, loss, liability, damage, cost, or expense is caused or contributed to, in part, by a party indemnified in the contract.

J. PUBLIC CONVENIENCE AND SAFETY

The Contractor agrees to indemnify, defend, and hold harmless the City and the City's agents, officials, and employees, from and against any and all claims, loss, liability, damages, costs, and expenses, whether known or unknown at the time of the contract, including, but not limited to, all reasonable fees and charges of attorneys, and other professional services, and other time and expenses incurred by the City using its own staff and all court or other dispute resolution costs, that arise out of and to the extend caused by the negligent acts, errors or omissions of the Contractor, its agent, subcontractors, or employees, regardless of whether or not such claim, loss, liability, damage, cost or expense is caused or contributed to, in part, by a party indemnified in the contract. This provision shall apply in

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doing the work herein contracted for or by or in consequence of any negligence regarding the same or in any improper materials or equipment used in its performance or by or on account of any claims of amounts arising or recovered under the Worker' Compensation Law, provided that, in any such eventuality as above set out, the City shall notify the Contractor in writing of any such suit or claim or shall have received a petition or summons in connection therewith.

K. CITY NOT LIABLE FOR DELAY

It is further expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person for or on account of any stoppage or delay of the work herein provided for by injunction or other legal or equitable proceeding, or from or by on account of any delay for any cause over with the which the City has no control.

L. TAXES

The Contractor shall pay all Federal, State and local taxes including property taxes, sales taxes, social security taxes, income taxes, etc., which may be chargeable against the labor, material, equipment, real estate or any other items necessary in performance of this contract.

M. CONTRACTOR, AN INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to the work to be done under this contract, notwithstanding in certain respects the Contractor is bound to follow the direction of the City Manager and that the Contractor is in no respect an agent, servant or employee of the City.

N. CONTRACT EXTENSIONS

This contract may be extended for any period of time upon one hundred and eighty (180) day advance written notification by the City. The terms of the extended contract shall be subject to negotiation. Negotiations will take place at that time by persons authorized by the City Manager and the Contractor.

IV. OPERATIONAL SPECIFICATIONS

A. COLLECTION TRUCKS AND EQUIPMENT

1. The Contractor shall make all collections of MSW, yard waste and recyclables and shall transport same to the composting site and MRF in and by the use of modern, sanitary, collection vehicles. The Contractor shall provide a sufficient number of trucks to established routes during those periods of the year when refuse loads are at peak volumes (e.g. Spring, Fall) to ensure that all routes are completed within the time limits set forth herein.

For this purpose, the Contractor shall provide and maintain during the entire period of this contract a fleet of such collection vehicles and support or backup vehicles sufficient in number and capacity to efficiently perform the work and render the services required by this

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contract. The number and type of vehicles initially required for the performance of all collection and disposal services shall be submitted and approved by the City. Such approval by the City shall not preclude its right to require the Contractor to provide sufficient collection vehicles to perform the work.

The Contractor shall upgrade its facilities, equipment and services so that its operation is consistent with current state of the art technology as utilized in Southeastern Michigan. If the City determines, giving due regard to technology limitation and economic feasibility, that any part or all of the operation should be improved or upgraded to achieve this standard, the City Commission, following an opportunity of the Contractor to be heard, shall, and is hereby authorized to, order such improvement or upgrading, to be effective within a reasonable period of time. The order of the City shall not cause a material economic burden upon the Contractor.

Sufficient equipment and personnel must be furnished to make one (1) complete collection of MSW, recyclables, bulk items and yard waste from all listed residential units each week within the hours specified.

The vehicles used for mixed collections shall have a completely enclosed, watertight body, shall prevent littering or any other nuisance, and shall be properly designed so that the wheel and axle loads with a fully loaded body shall not exceed the schedule of weights allowed by the laws of the County of Oakland and the State of Michigan. If it is not possible to fully load the body and stay within the limits of the law, the Contractor will be required to reduce the loads in the body until they do conform to the law and still comply with the terms of this agreement.

The initial fleet so provided shall be comprised of collection vehicles that conform to the above specifications and all of which are less than seven (7) years old, unless otherwise approved by the City Manager. The Contractor shall supply an inventory list of the equipment intended for use under this contract. Thereafter, the Contractor shall secure the prior approval of the City Manager or their designee before adding or removing any collection vehicle to the original fleet so provided.

2. Each collection vehicle shall be kept in mechanically safe and sanitary condition at all times and, to insure compliance herewith, the City reserves the right to inspect the Contractor's collection vehicles at any time to ascertain said mechanically safe and sanitary condition.

The equipment shall be painted uniformly to City standards, must be cleaned regularly and maintained in good condition. Each piece of equipment shall be assigned a number that shall be clearly visible on all sides of the equipment along with the Contractor's name. The Contractor shall not use a name containing City or Bloomfield Hills or other words implying municipal ownership. The equipment shall be cleaned as often as necessary to keep it presentable and reasonably free from objectionable odors.

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The Contractor shall identify all collection vehicles with company name and vehicle number as approved by the City Manager.

B. EMPLOYEES

The Contractor shall employ, for all parts of the work, only competent and trustworthy workers, including reliable managers and supervisors. All employees shall be trained and knowledgeable in the services and specifics of this Contract and shall have appropriate safety training. Should the City at any time give notice in writing to the Contractor or his representative that the work or behavior on the job of any employee is insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper orders, or in any way a detriment to the satisfactory progress of the work, such employee shall forthwith be given written notice by the Contractor and can be removed from this contract at the direction of the City. Should the employee be involved in any further incidents, the Contractor shall immediately remove the employee from any and all work associated with this contract by the Contractor and not again be permitted or be allowed to engage in any part of this contract.

The Contractor shall furnish their employees with uniforms, which shall be worn at all times and shall be as neat and clean as circumstances permit.

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

C. CONTRACTOR MAINTENANCE FACILITY

The Contractor shall provide for a storage facility and maintenance facility for all equipment associated with this contract and a location for staging field employees and equipment. The Contractor shall identify the storage and maintenance facility, as well as the staging location in their submitted bid.

D. ADMINISTRATION OF CONTRACT

For each occurrence of failure to make collection from the complainant's container in accordance with the prescribed schedule of collections where correction of such occurrence is not made by noon the following day, the City shall assess the Contractor the sum of twenty-five dollars (\$25), not as a penalty but as liquidated administrative damages suffered by the City, and provided further, that if this failure to make a route collection becomes impossible because of flood, extremely icy, hazardous conditions of streets and alleys, making it impossible to move equipment over the same, or any other Act of God, the breach of contract may be waived by the City, and no assessment of liquidated damages suffered by the City by such breach shall be made.

Complaints of this nature will be referred to the Contractor who shall remedy the faulty condition by twelve o'clock noon the following day, after receipt of such notice. The Contractor will not be required to use a collection unit of the load-packer type, but may use a small pickup truck to make such emergency collection.

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E. WASTE CONTAINER CARE AND REPLACEMENT

The Contractor shall exercise all 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 thereto and shall replace cans, completely emptied, in an erect position with the lids replaced thereon, or adjacent thereto. Containers are to be placed next to the driveway, not in it, once they are dumped.

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 Saturday and Sunday). Failure to do so will result in liquidated damages (refer to C. Administration of Contract, above; page 23).

F. SCHEDULES AND ROUTES

The Contractor shall propose the scheduled day(s) of collection. The Bidder must, as a requirement of the Bid package, provide pricing based on routes and schedules, or risk rejection of the entire bid. The Contractor shall provide routing of each waste hauler. A map of the City of Bloomfield Hills is provided under Exhibit B. Once approved by the City, any changes to the routes must be approved by the City.

If the daily schedule change is approved, the Contractor shall, at their own expense by written notice with postage prepaid and forwarded through the United States mail or by personal delivery, notify each owner or occupant of the place from where pickup shall be made, the day of the week on which MSW, recyclables, bulk items and yard waste shall be collected or any changes to the approved or then current schedule. This notice shall contain the following information: the day of the week upon which collections will be made; the name, address and telephone number of the Contractor; the proper location for the containers pending collection, and the time of day at which containers must be so placed. Said notice shall be posted in the mail once every 30 days prior to the change of days beginning not less than sixty (60) days prior to the beginning of collection service.

The Contractor at their expense shall also cause a schedule of collections to be published in the official newspaper of City of Bloomfield Hills two (2) times beginning not less than fourteen (14) days prior to the beginning collection service with the last posting seven days prior to the change.

This change will not affect the provision for offering alternative routes and scheduling after the award of the bid, described in Request for Bids and Instructions, Section VIII Scope of Services, paragraph 15.

Such schedule changes and notices must be approved by the City Manager prior to publication or mailing.

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G. EDUCATION CAMPAIGN

The Contractor shall conduct a multi-media campaign to promote the City's efforts in resource recovery, recycling, composting and reduction methods of the MSW stream, at the Contractor's expense. The campaign shall utilize all available resources, including: a semiannual newsletter (to be mailed via First Class Mail or sent with the quarterly billing), local access cable TV, local newspapers, direct mail, school/educational programs, presentations to local non-profit service organizations, special recycling events and other innovative promotional activities.

The promotion campaign should encourage cooperation, stimulate involvement, inform residents of the need for, and benefits derived from, recycling. Further, the promotion campaign should advise residents of the program's specific requirements; such as the required separation of MSW, bulk items, yard waste and recyclables. The Contractor's promotion efforts shall also advise residents of the date, time, location, purpose and requirements of the Household Hazardous Waste Collection Program. The campaign should also promote and provide information relative to the reuse of consumer products and other ways to reduce the amount of solid waste generated.

The Contractor shall submit, as part of the proposal, a timetable for implementation and an outline of the Contractor's promotion strategy. While conducting the campaign, the Contractor shall provide to the City Manager, periodic reports relative to the program's progress. The City must approve the proposed program or changes.

The Contractor's multi-media campaign to promote the City's efforts in resource recovery, recycling, composting and other components of the program shall be an ongoing effort for the duration of the contract period. The Contractor shall be responsible, at their expense, for updating informational elements of the campaign as reasonably required by the City throughout the term of the contract agreement. The City must approve all updates to the program.

H. COLLECTION TIME

The collection times for all services required under this contract shall be between the hours of 7 a.m. and 5 p.m. of the day scheduled for collection unless requested by the Contractor and approved by the City Manager. No regular collection shall be made on any Sunday or designated Holidays.

I. SUPERVISORY PERSONNEL

Resident Manager: The Contractor must provide a Resident 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 a refuse collection and recycling system for a similar sized municipality.

Field Manager: The Contractor shall have at least one (1) full-time Field Manager dedicated to the City of Bloomfield Hill's collection program only. This Manager is required to have means with which the City will be able to communicate with him/her at any time while refuse is being collected. The Managers sole duties shall

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be directly related to the efficient, coordinated pick-up of MSW including, bulk, recyclables and yard waste. The Manager shall familiarize himself with all residential and multiple dwellings under contract. The Field Manager shall make daily checks to assure pick-ups are occurring as scheduled.

J. LOAD RECEIPTS

The Contractor will provide to the City a monthly report quantifying all materials collected and delivered by the Contractor to the landfill, incinerator, MRF and the composting site. All load receipts and all other back-up materials shall be made available for audit by the City and shall be provided in a readily usable format upon request during normal business hours. Any and all information, data and the like audited by the City shall be deemed confidential and a trade secret of the Contractor and shall not be subject to public disclosure.

K. REPORTS AND RECORD EXAMINATION

The Contractor will cooperate in providing the City with information and reports reasonably required by the City to allow the City to determine the efficiency and effectiveness of the MSW collection and disposal program. The information and reports shall include, but not limited to, daily quantities of collection of materials, market prices of recyclables, revenues from recyclables, and yard waste quantities diverted from the landfill. The City retains the right to inspect and/or audit all Contractor records that relate to the Monthly Report provided by Paragraph J. Any and all information, data and the like audited by the City shall be deemed confidential and a trade secret of Contractor and shall not be subject to public disclosure.

L. HOLIDAYS

Collection shall not be scheduled on the following holidays:

New Year's Day	Memorial Day
4 <sup>th</sup> of July	Labor Day
Thanksgiving	Christmas Day

When the above holidays fall during the week, the collection schedules are to be moved back one (1) day.

M. APPROVED CONTAINERS

The Contractor shall provide all resident / customers with:

1. A City-approved 65-gallon cart for MSW. The householder will be provided one cart at no cost. Additional carts will be available from the Contractor at a reasonable cost to the householder. The specifications for this cart are contained in Section II. A.1 (page 6 of this document).
2. Generally, plastic bags are not less than five (5) gallon and not more than thirty (30) gallon capacity and are not less than 0.9 to 1.3 mil strength. Total weight of container and contents shall not exceed the rated capacity of the bag or forty (40) pounds, whichever is the lesser.

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3. A City-approved 95-gallon cart for recycling collection. The householder will be provided one cart at no cost. Additional carts will be available from the Contractor at a reasonable cost to the householder. The specifications for this cart are contained in Section II. A. 4 (page 8 of this document).
4. The Contractor shall make available to participating residents, recycling containers to replace those damaged, destroyed, lost by the resident or stolen.
5. Yard waste shall be placed in approved paper yard waste bags or approved labeled containers, as may be designated by the City, for collection at curbside for the purpose of processing into humus or compost.

N. OFFICE

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 8 a.m. to 5 p.m., local time. Such office shall contain at least two (2) lines with a number local to the City and listed under the name of the Contractor. The Contractor shall provide an employee attendant in such office during all hours that such office is required to be open to take care of complaints, orders for special pickup service, or to receive instructions. In the event that collection activities continue later than 5 p.m., local time, on weekdays or at any time on a Saturday, an employee attendant will remain in service until all route collections are completed.

Online service is to be handled in the same manner.

O. CUSTOMER SERVICE/SUPPORT

The Contractor shall be responsible for handling all administration and customer service to include inquiries, information and complaints. All resident calls are to be handled the same as in section N. OFFICE (above). All resident calls are to be directed to the Contractor's office and not the City.

Any complaints/customer service of residents concerning the collection and removal of MSW, bulk items, recyclables and yard waste received by the City will be logged and communicated to the Field Manager for immediate action. The Contractor will provide a monthly report of missed stops and complaints and certify their disposition.

In emergency cases where intense communication is required to coordinate work between the Contractor and the City crews, the City will provide a handheld radio to the Contractor's Field Manager.

The Contractor shall communicate all complaints to their Field Manager upon receiving them and further agrees that every complaint shall be investigated by the Contractor and where these involve a failure to collect refuse in compliance with the Contract requirements, shall make the identified collection before noon of the next working day. However, every effort is to be made to correct the request as soon after receiving the call as possible. There will be no exception to

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this rule unless the collection schedule has been altered due to holiday or unforeseen circumstances. Notwithstanding any other provision of the Contract to the contrary, the parties agree that so long as the Contractor is continuing to make good faith efforts to resolve any customer complaints as determined by the discretion of the City Manager or designee, such complaint shall not be grounds for declaring the Contractor in default.

P. ALLEYS AND CLOSED STREETS

Service shall not be discontinued because of streets that are closed temporarily, due to construction or for other reasons. However, the Contractor will not be required to make collections on private uncertified roads, if in the opinion of the City Manager the condition of the road is such as to cause damage to the Contractor's equipment, the road surface, or to other private property.

Q. TAGGING NONCONFORMING CONTAINERS OF SOLID WASTE

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.

R. 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.

4. All refuse spilled by the Contractor shall be picked up and the area swept and cleaned up by the Contractor in the course of its regularly scheduled pickup.
5. Employees must be courteous. Disorderly workers shall be removed when so ordered by the City.
6. Containers must be completely emptied, put back in the place from where they were picked up, right side up with their lids placed back on or set next to the can. Containers are to be placed next to driveways and not in the driveway.
7. Container lids need not be replaced but must be neatly placed next to containers and not scattered.
8. Rough handling of containers will not be tolerated. Damaged containers shall be replaced or repaired by Contractor.
9. Collection crews will neither consume narcotic drugs 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 immediate dismissal of the employee when requested by the City from the City contract.

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10. The City expressly reserves the right to make additional reasonable rules and regulations by which the Contractor shall abide.
11. Prior to promulgating new rules, the City shall consult with the Contractor.