



June 12, 2008

**NOTICE OF INTENT TO ACCEPT PROPOSALS FOR
SOLID WASTE, RECYCLING AND YARD
WASTE COLLECTION, TRANSPORTATION
AND DISPOSAL SERVICES
RFP-RH-08-023**

The City of Rochester Hills is currently seeking proposals from interested and qualified firms to provide solid waste, recycling and yard waste collection, transportation and disposal services. Proposals will be received by the City of Rochester Hills, at the Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 **until 3:00 p.m. local time, on TUESDAY, JULY 15, 2008**, at which time and place the names and addresses of proposers will be publicly opened and read aloud.

A voluntary pre-proposal meeting has been scheduled for **MONDAY, JUNE 23, 2008, at 10:00 a.m.** at the City of Rochester Hills, Public Assembly Area (auditorium – lower level) located at 1000 Rochester Hills Drive, Rochester Hills, Michigan.

A bid bond or certified check in the amount of one hundred thousand (\$100,000.00) dollars must accompany each bid.

The City of Rochester Hills officially distributes bid/proposal documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those vendors who obtain proposal documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.rochesterhills.org, click on Purchasing, Bid Opportunities and link to MITN website. Final proposal results will be posted on the MITN website after award. Specifications are attached. Any deviation from the specifications must be noted on the proposal.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

All proposals (7 copies) must be submitted in a sealed envelope marked “RFP -SOLID WASTE, RECYCLING AND YARD WASTE COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES” to:

Jean A. Farris, CPPB, Supervisor of Procurement
City of Rochester Hills, Purchasing Division
1000 Rochester Hills Drive, Rochester Hills, Michigan 48309

SCOPE OF SERVICES

This Request for Proposals (RFP) is issued by the City of Rochester Hills (City) from qualified vendors (Proposers) to provide collection, transportation and disposal of solid waste, recyclables and yard waste for residential housing units with the City utilizing a mileage structure and monthly billing directly to the City from the Contractor. The City is also seeking proposals for services that may include multiple-family, condominiums, mobile home parks, commercial, municipal, office, institutional and industrial properties and associated service options in accordance with the provisions of this Request for Proposals.

The work to be performed under this contract shall consist of providing solid waste, recycling and yard waste collection, transportation and disposal services and other associated services. Proposers shall submit disposal location (landfill or transfer station), yard waste composting site and recycling location (material recovery facility and/or recycling transfer site).

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

The Request for Proposals provides specifications for required and optional service types for the City. Each of these service types is matched to price proposal requests on the cost proposal forms.

The initial collection contract is anticipated to begin January 1, 2009. The term of the contract will be a service period of five (5) years with an option to renew for up to five (5) additional years.

The City of Rochester Hills may hold proposals for a period of one hundred eighty days (180) days from opening, for the purpose of reviewing the results and investigating the qualifications of proposers prior to making an award. The City of Rochester Hills reserves the right to waive any irregularities and accept or reject any or all proposals submitted.

The City reserves the right to split or abstract any or all proposals and award multiple contracts from the same Request for Proposals, when in its judgment it best serves the City of Rochester Hills. The City encourages cost effective recommendations, suggestions and alternatives.

Proposal of Service Area

The City of Rochester Hills is a residential community in Oakland County, Michigan with a population exceeding 70,000, 32.2 square miles of land with approximately 21,000 to 25,000 households. The community includes important research, manufacturing and services employers, as well as education and cultural institutions. It enjoys an excellent reputation in southeast Michigan for its proactive government and community planning, including ample provision for public parks and open space.

The City of Rochester Hills is organized as a strong Mayor form of government with legislative power vested in a City Council. The City is a full service municipality, exclusive of police and trash collection. General information regarding the City of Rochester Hills is available at www.rochesterhills.org.

General Description of Work

City of Rochester Hills residents currently contract their own waste collection and disposal services. There is no citywide volume collection history for refuse, recyclables, yard waste or bulky waste.

For residential properties, City municipal sites and dumpsters and a few small commercial pick-ups, it is estimated (*early 2000 figures) that approximately 100,000–110,000 gate yards of solid waste will be collected, transported and disposed each year with an average of 10–12 packer truck tips per day. Annual delivered tons of recyclable material is projected at 2,500-5,000 tons with a range of 3–5 truck tips per day depending on participation in the program. For compost materials, it is expected that annual delivered tons will be in the range of 4,000–6,000 tons per year with 3–6 truck tips per day depending on participation in the program.

The City requests contractor to provide collection, transportation and disposal of solid waste, recyclables and yard waste for residential housing units. These services may also include multiple family, condominiums, mobile home parks, commercial, office, institutional and industrial properties and associated services.

The contractor may be responsible for city municipal buildings, including parks, police and municipal dumpster pickups on a schedule as specified. Attachment C contains a list of container type and frequency of service.

The contractor will also be responsible for Christmas tree pickup, brush collection, white goods and bulky waste, handicapped/back-door pickups, special pickups for failure to collect and on-demand service for roll-offs and special event dumpsters and shall provide educational materials and programs. Contractor shall also include programs and cost proposals for optional services including a household hazardous waste program, senior discounts, opt out for individuals and/or subdivisions, long and short term suspension of services, multiple weekly pick-ups, bi-weekly pick ups, sales of curb carts, special collections and direct billing program.

Mandatory Requirements

The successful firm shall ensure and understand:

1. Firm will work closely with City staff during all phases of the work. The successful firm will be considered a key part of the project team. A strong, positive working relationship must be maintained.
2. All licenses required for a discipline shall be obtained and maintained throughout the terms of this Contract, including all licenses, permits, certificate and governmental

authorizations necessary to perform all its obligations under this Contract. Upon request, Contractor shall furnish copies of any permit, license, certificate or governmental authorization to the Program Manager or his designee.

3. The firm will provide a single point of contact for the duration of the contract.
4. The firm will meet with applicable City committees and City Council to review project status, project budget and project planning, as required.

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

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

This Request for Proposal is issued by the City of Rochester Hills Purchasing Division. All correspondence or questions concerning this Request for Proposals must be in writing (letter, fax or email) and directed to:

Jean A. Farris CPPB
Supervisor of Procurement
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309
Telephone: 248-841-2538
Fax: 248-608-8178
farrisj@rochesterhills.org

Contacts with anyone concerning this Request for Proposals, other than the above, may be grounds for disqualification. The City will not be responsible for any explanation or interpretation of the Request for Proposals, unless it is in accordance with the written procedure.

To be considered, proposers must submit a complete technical and cost proposal response to this Request for Proposals, in accordance the Submission Requirements and Forms contained within this document. The submitted proposal must be signed by an official authorized to bind the vendor to their provisions. The Request for Proposals response must include a statement from the vendor as to the period during which its proposal will remain in effect. This period must be at least 180 days from the due date of the Proposal.

No proposal will be permitted to be withdrawn after it has been deposited with the City of Rochester Hills.

Seven (7) copies of each proposal shall be submitted to the City in a sealed envelope or box. Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional materials and so forth, are not desired. Emphasis should be on completeness and clarity of content.

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

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

The Contractor shall pay all Federal, State and local taxes including, but not limited to property taxes, sales taxes, social security taxes, income taxes and fees, which may be chargeable against the labor, material, equipment, real estate or any other items necessary in the performance of this contract, except for: (1) additional fees that are imposed upon the Contractor by Federal or State legislation enacted following the effective date and (2) exceptions otherwise noted.

Contractor's employees, subcontractors or agents, either as a result of or arising out of any act(s) in the performance of any duty under this Contract, shall be considered to be a City employee or City agent. The Contractor agrees that it shall be solely and completely liable for any and all Contractor's employees, subcontractors or agents' past, present or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any Contractor agent's employment status or any alleged violation of any Contractor's agent's statutory, contractual, constitutional or civil rights by the Contractor or the City. The Contractor will indemnify and hold harmless the City from and against any and all claims(s) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to any Contractor's employees, subcontractors or agents' wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this paragraph.

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

Sealed proposals shall be delivered to the City of Rochester Hills Purchasing Division located at 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 on or before **TUESDAY, JULY 15, 2008, at 3:00 p.m. (local time)**. Prospective vendors are responsible for the timely receipt of

their responses. Late submittals will not be considered or accepted. Faxed or emailed proposals are not accepted. All proposals shall be in accordance with the Purchasing Ordinance of the City of Rochester Hills and the requirements of this document to be deemed “responsive.” All information requested herein shall be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.

All proposer’s names shall be read publicly and recorded at the date and time specified. Cost proposals will not be opened at that time. Proposals may not be withdrawn after the submission deadline.

Prices shall remain firm for 180 days or proposal award, whichever comes first.

All proposals must be accompanied by a bid bond, satisfactory to the City, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the City in an amount equal to one hundred thousand dollars (\$100,000).

The City reserves the right to change or amend the Request for Proposals documents, prior to the opening date by the issuance of Addendum. It shall be the proposers’ responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all bidders shall be bound by such changes or addenda. All addenda will be posted on the MITN website.

Proposers are advised that the Request for Proposals is considered to be under evaluation from the opening date until contract award. The Purchasing Division and City staff are restricted from giving any information relative to the “progress” of the evaluation during this time, except as described in this Request for Proposals and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website.

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful proposer with tax exemption information when requested.

The City may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. The City reserves the right to delete or add work without penalty or changes in the unit prices of the proposal. Time of completion affected by such changes shall be adjusted at the time of ordering such changes.

The City of Rochester Hills is not liable for any costs incurred by prospective Contractors prior to signing of a contract. The issuance of this Request for Proposals, selection of a vendor, approval of contractual agreements or completion of the project does not in any way assure or imply any kind of legal preference in contested cases before a legislative, judicial or regulatory body.

All supporting documentation shall become the property of the City of Rochester Hills unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act,

which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

The City reserves the right to reject any or all proposals. Proposals may be rejected in the case of omission, alteration of forms, additions or conditions not called for, incomplete proposals, erasure or irregularities of any kind in the discretion of the City

The City reserves the right to reject any or all proposals, to waive any informality in the proposal received and to accept any proposal or part thereof, which it shall deem to be most favor able to the interests of the City or to award to multiple proposers.

Pre-Proposal Meeting

A voluntary informational pre-proposal meeting to explain the project and answer any questions will be held at the City of Rochester Hills City Offices (auditorium-lower level), 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 on **MONDAY, JUNE 23, 2008 at 10:00 a.m.**

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

Non-Discrimination

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

Insurance Requirements

The contractor shall not commence work under this contract until evidence of the required insurance has been secured and provided as detailed under this section. All coverages shall be placed with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the City. A new certificate of insurance shall be provided to the City of Rochester Hills each year at the time of policy renewal. New certificates shall be delivered to the City of Rochester Hills in the same format and language as outlined in the sample certificate. The purchase of insurance and the furnishing of a certificate of insurance shall not be construed to be fulfillment of the Contractor's indemnification obligation to the City.

The contractor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability with limits of liability not less than \$5,000,000; C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.
3. Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$5,000,000 per occurrence and/or aggregate combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Pollution Liability Insurance. The Contractor shall obtain coverage for the duration of this contract for pollution legal liability (environmental impairment liability) including investigation and legal defense, for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed. Such insurance must provide coverage for both on-site and off-site cleanup costs and cover gradual and sudden pollution. Coverage shall contain a per contract aggregate endorsement. (Coverage limits to be determined.)
5. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds. "The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."
6. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309."

7. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date. The Contractor shall provide to the City upon written request a certified copy of any insurance policy required under this contract.

The selected Contractor is further responsible for insuring that all precautions are exercised at all times for the protection of all persons and property. The Contractor shall secure all necessary certificates and permits from municipal or other public authorities and comply with all national, State and municipal laws, ordinances and regulations as may be required.

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

Waiver/Indemnity

- a. Responsibility for Waste. Contractor shall be responsible for waste after it is loaded into the Contractor's collection vehicles.
- b. Waiver. The Contractor for itself, its successors and assigns further releases, waives, discharges and covenants not to sue the City, its officers, employees, agents and elected officials, successors and assigns from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorney's fees and including claims for injury or death, on account of injury to the person or equipment of the Contractor resulting directly or indirectly from the performance of the work above referred to, however caused, including but not limited to, the negligence of the City.
- c. Indemnity. To the fullest extent permitted by law, Contractor expressly agrees to indemnify, defend and hold the City harmless against all claims, suits, damages, expenses, costs, attorney fees, losses and liabilities arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from Contractor's performance of this Contract or collection, transportation or disposal of materials, based upon any act or omission, negligent or otherwise, of Contractor or any employee, subcontractor or other person acting on Contractor's behalf in connection with or incident to this contract or the work to be performed hereunder.

Contractor's obligation to indemnify, hold harmless and defend the City shall survive the expiration or termination of this Contract. By entering this Contract, the parties do not waive any immunities provided by law.

Performance Guarantees

The awarded Contractor shall provide prior to execution of a contract, Performance Bond and Labor and Material Payment Bond. Bonds shall be acceptable to the City executed by a surety

company licensed and admitted to do business in the State of Michigan or otherwise secured in a manner satisfactory to the City in an amount of \$500,000 each.

Should the Contractor, its employees, subcontractors and agents fail, neglect or refuse to perform its duties under the contract or shall otherwise be in default under the terms of the contract, the City may immediately notify the bonding company. Due to the nature of the services being provided, the City may take whatever steps necessary to collect, transport and dispose of solid waste, recyclables and yard waste until the surety provides an acceptable alternative. All costs incurred by the City due to the default of the Contractor, including attorney fees, shall be paid to the City by the bonding company based upon invoices submitted by the City on a monthly basis. The cost so incurred by the City shall be paid by the bonding company for the remaining period of the contract from the date of default.

Exceptions

All aspects of the Request for Proposals and the contract terms contained in it are binding to the successful Contractor and its proposal. Contractors must call out any desired exceptions to specific requirements of the Request for Proposals and the contract terms in their proposal at the time of submittal, so that the request can be considered in the vendor selection process. These exceptions are required to be noted in the Technical Proposal Forms: Exceptions. The City will not be obligated to consider any requests for exceptions to specific requirements of the Request for Proposals and the proposed contracts made by the selected vendor after the due date for the proposals.

Arbitration

The successful contractor must agree to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to such arbitration shall be subject to the following provisions:

- (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to the claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
- (b) Within fourteen (14) days from the date demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
- (c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.

- (d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

Default and Termination

In the event that the successful contractor defaults in the performance of any of the covenants or agreements to be kept, done or performed by it under the terms of the Agreement, the City will notify the contractor in writing of the nature of such default. Within 24 hours following such notice, the contractor shall:

- (a) Correct the default, or
- (b) In the case of a default not capable of being corrected within 24 hours, contractor shall commence correcting the default within 24 hours of the City's notification thereof, and thereafter correct the default with diligence.

If the successful contractor fails to correct the default as provided above, the City, without further notice, shall have all of the following rights and remedies, which the City can exercise singly or in combination:

- (a) The right to declare the agreement together with all rights granted to the contractor hereunder are terminated, effective upon such date, as the City shall designate;
- (b) The right to rent or lease the equipment from the contractor for the purpose of collecting, transporting and processing materials which contractor is obligated to collect, transport and process pursuant to the agreement for a period not to exceed 18 months; in the case of equipment not owned by the contractor, contractor shall assign to the City, to the extent contractor is permitted to do so under the instrument pursuant to which the Contractor possesses such equipment, the right to possess the equipment. If the City exercises its rights under this section, the City shall pay the contractor the reasonable rental value of the equipment.
- (c) The right to license others to perform the services otherwise to be performed by the contractor, or to perform such services itself.
- (d) The right to pursue a claim for damages in any court with proper jurisdiction or seek any other relief permitted by law.

Either the appointment of a receiver to take possession of all or substantially all of the assets of contractor, or a general action taken by or suffered by the contractor under any insolvency or bankruptcy act shall constitute a breach of the agreement by contractor and shall, at the option of the City terminate this agreement and hold the contractor responsible for damages.

The City of Rochester Hills shall reserve the right to terminate the contract without penalty upon written notice due to poor performance or for any reason deemed to be in its best interest. A designated representative of the City of Rochester Hills will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Rochester Hills' best interest and will be final. The City of Rochester Hills reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract, or do whatever is deemed to be in its best interest.

In the event sufficient budgeted funds are not available for a new fiscal period or the City suspends its involvement in solid waste, yard waste and recyclables collection, transportation and disposal services, the City shall notify the vendor of such occurrence and the contract shall terminate, without penalty or expense to the City.

EVALUATION CRITERIA/SELECTION PROCESS

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

1.	Distribution of RFP	June 12, 2008
2.	Pre-Proposal Meeting	June 23, 2008
3.	Proposal Due Date	July 15, 2008
4.	Evaluation	July 31, 2008
5.	Presentation/Interviews of Shortlist (optional)	August 7, 8, 2008
6.	Selection/Negotiations	Week of August 11, 2008
7.	City Council authorization	August 25/September 8, 2008
8.	Contract preparation and execution	Week of September 15, 2008
9.	Begin Transition Activities	September 22, 2008
10.	Begin contracted operations	January 1, 2009

The contents of this document and the proposal of the successful Contractor will become contractual obligations with the proposal attached by reference to the final contract documents. Failure of the successful vendor to accept these obligations may result in cancellation of the award.

Submitted proposals are subject to the following exclusionary criteria. Those proposals failing to meet any or all of these criteria may be excluded from further consideration.

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

Proposals not excluded through this process will then receive a separate and more comprehensive evaluation of the complete technical and cost proposal.

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

Criteria described below will be ranked and incorporated into a proposal evaluation process for the purposes of evaluating and scoring the proposals that are submitted. Proposals will be evaluated based on the following criteria:

- Experience and Strength of Operations

- Technical
- Financial

Experience and Strength of Operations

The City will consider the experience and strength of operations of the Vendor's proposed services. Each proposer will be evaluated in terms of demonstrated performance to determine the relative ability of each proposer to implement the program elements described in this Request for Proposals and to attain the City's objectives for solid waste management, recycling diversion and other services. The City is seeking to identify proposers with demonstrated commitment to high performance and quality management. All proposals will be evaluated by criteria that will include, but are not limited:

- a. Implementation and administration, including the option of individual billing, of solid waste collection, transportation and disposal systems for single family residences, including equipment selection and route design; implementation and administration, including the option of individual billing, of solid waste collection, transportation and disposal systems for multiple family, condominiums, mobile home parks, commercial, office, municipal, institutional and industrial, including equipment selection and route design.
- b. Demonstrated expertise in implementing customer service programs, including the development and use of complaint handling procedures, performance measures and benchmarking; flexibility with "opt out" and senior discount programs;
- c. Previous experience in successfully designing and implementing transition plans from subscription collection service, as required for program startup;
- d. Experience in working with public agencies in the design, implementation and operation of public education and information programs that promote recycling participation and diversion;
- e. Demonstrated expertise in using data management systems to assure accurate data collection, analysis, and regular reporting to the public agency
- f. References including Michigan communities

Each proposer's experience and strength of operations will be evaluated based on the information provided in each proposal. The City of Rochester Hills requests that proposers complete the references form located under Attachment D, Proposal Form J.

Technical Criteria and Contractor Selection

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

- a. Capabilities and structure of project management team, relationship between management team and corporate management and internal controls;
- b. Review of performance of services similar to those proposed by the proposer;

- c. Review of proposer's detailed technical operations and equipment plans confirm the performance predictions as represented in the proposal;
- d. Ability to meet implementation schedule and the soundness of the plan for transition to operations as described in the proposal;
- e. Commitment to equal employment opportunity; and
- f. Commitment to employee and public safety.

Financial Criteria and Contractor Selection

In evaluating cost structures submitted by proposers, the City will compile and analyze the financial and performance provided in each cost proposal. The City will consider the vendor's proposed cost of providing the services requested and other cost factors in determining which proposers best meet the financial needs of the City. All proposals will be evaluated by criteria that will include but are not limited to:

- a. The financing capacity and strength of the proposer will be considered, especially the proposers ability to make needed start-up investment in equipment.
- b. Verification that the proposed costs are consistent with the activities described in the proposal and the proposer's operation and maintenance plans.
- c. The unit costs quoted by the proposer for each service type
- d. Appropriateness of the basis for unit cost escalation; and
- e. Financial sensitivity to changes in service.

By submission of a proposal, the vendor is required to certify and in the case of a joint proposal, each party is required to certify as to its own organization, that in connection with this proposal:

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

Subcontracted firms must be approved by the City. If subcontracting services are to be retained, the subcontractors names and addresses shall be provided in Attachment D, Form A.

The contractor shall not subcontract, assign, delegate or transfer any or all portions of the work unless the City grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts and omission of its subcontractor(s) and shall indemnify the City of Rochester Hills for such acts or omissions.

Selected contractor shall take reasonable precaution in the selection of its employees and subcontractors assigned to do work under this contract to ensure their honesty, courtesy, abilities and fitness. All of contractor's employees shall wear approved uniforms and identification.

Adequate supervision meeting the requirements of the contract shall be furnished by the Contractor over employees and subcontractors at all times while they are working within the City. Contractor agrees to reassign any employee or subcontractor who, in the reasonable judgment of the City is violating this provision or any other provision of this contract. No person under the age of sixteen (16) years shall be employed or engaged under this contract. No person whose age or physical condition is such to make such person's employment dangerous to his health or safety or to the health or safety of others shall be employed under this contract, provided that this shall not operate against the employment of physically handicapped persons otherwise employable where such persons may be safely assigned to work which they are able to perform.

Contractor shall obtain at its own expense any licenses required by the federal, state or local governments necessary to operate the equipment and perform the work required by this contract. Employees and subcontractors of the Contractor shall be properly trained and have all licenses and endorsements required by federal, state and local laws in order to operate the equipment and vehicles utilized in the performance of this contract.

All proposals will be evaluated and ranked. The City of Rochester Hills reserves the right to reject any and all proposals or to make an award based directly on the proposals. The City of Rochester Hills reserves the right to negotiate separately with any proposer after the opening of the proposals, when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the City. The firm selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Rochester Hills.

The City of Rochester Hills reserves the right to interview any number of qualifying proposers as part of the evaluation process. The decision of which proposer to contact (if any) will be based on the selection criteria outlined in this document and as determined in the evaluation process. Meetings with shortlisted proposers will provide additional information and criteria upon which the City will base its selection decision. The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

The City is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience, references, or capacity, may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

The City reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the contractor resulting from the requested changes are subject to acceptance by the City. Changes may be increases or decreases.

GENERAL PROVISIONS

Term

The initial term of this contract is for five (5) years commencing January 1, 2009, and ending December 31, 2013. The City may, at its sole option, renew the contract for one (1) addition 5-year term under the conditions set forth in the contract. The City shall give the contractor written notice of its intention to extend the contract period no later than 90 days prior to the last contract year in the term.

Customer Communications and Complaint Handling Procedure

The City will provide a dedicated telephone line into the City Offices. The telephone number will be published on all outreach material to be sent to all recipients of services.

The City will arrange for an automated telephone messaging system that will provide the following types of options: press “1” for instruction on how/when to set out materials, press “2” if your pickup was missed today, press “3” for information on recycling, press “4” for information on yard waste, press “5” to find out about household hazardous waste collection dates, press “6” for general complaint such as a damaged mailbox or container, and press “7” if you wish to speak to an operator.

The contractor will be provided with a desk at an appropriate location at the City Offices and the contractor’s field supervisor will be required to visit the desk twice daily, once at approximately 11:00 a.m. and once at approximately 2:00 p.m., Monday through Friday. All recorded complaints will then be transcribed by the contractor’s field supervisor onto a pre-approved complaint log form, a copy made immediately for the contractor’s use, with the original to be placed immediately in the Program Manager’s or designees mailbox.

The field supervisor will have until the end of the day to resolve complaints with a maximum time limit of 24 hours. The complaint form will be returned to the program manager or designees the next day or before, with the “status” details filled in. Any complaint not closed out during the required period will be noted and reviewed by the City’s Contract Administrator to determine if liquidated damages are appropriate.

Service Standards

Contractor shall maintain a high level of solid waste, recyclables and yard waste collection, transportation and disposal services. Contract waste shall be collected from all containers presently in use and in all forms presently used, unless otherwise determined during negotiations of this contract. The contractor shall provide complete service for all routes each day as scheduled. The Contractor shall collect and transport all solid waste, recyclables and yard waste, which the property owner may desire to have removed and for which the City has authorized the contractor to so collect, transport and dispose for the price(s) as proposed herein. The contractor shall not commence collection in residential areas prior to 7:00 a.m. All

collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited.

The contractor shall pick-up all blown, littered and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom and shovel for use in cleaning up any spilled debris or material from city streets, sidewalks or property when said spillage is caused by the contractor. City may require the Contractor to wash down a street to eliminate objectionable odors. The contractor shall exercise care in the handling of containers, making certain that containers are emptied completely. Care shall be taken to prevent damage to property, including laws, shrubs and other plants.

Adverse weather shall not be considered reason for not providing services, unless approved by the City's Program Manager or designee.

The contractor shall assign a qualified person or persons to be in charge of its performance of this contract, and shall advise the City of such person(s) in advance and when changes occur.

All persons employed by the contractor shall be competent, skilled and qualified in the performance of the work to which they are assigned and as required by the specifications. All personnel shall maintain a courteous and respectful attitude towards the public at all times. The contractor shall inform the City of all employee-training programs related to customer relations, services and safety issues. Contractor's employees shall wear uniforms with company identification.

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

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

All work shall meet with the approval of the City administration or an authorized representative, as conforming to the provisions and requirements of this contract.

Units Serviced

The City may elect to decrease or increase types of services and/or service categories, as well as frequency of collection during negotiations and/or term of the contract.

For the purposes of responding to this proposal, the estimated number of units/categories that may be provided with curbside collection, transportation and disposal services for solid waste, recycling and yard waste and/or dumpster collection, transportation and disposal services for solid waste, recyclables and yard waste and other services are as follows:

Single Family and Duplex Residential	18,533
Condominiums	3,870
Multiple Family Apartments	6,005 apartment units in 23 complexes
Mobile Homes	1,392 pads in 2 mobile home complexes
Commercial	1,266 commercial personal property accounts (includes general and medical offices)
Office	433 improved commercial real property parcels
Industrial	201 industrial personal property accounts located within commercial and/or industrial zoned properties; 267 improved industrial real properties
Institutional	29 public, private and universities; 1 hospital; 39 churches
Municipal	10 sites

Specific unit counts are not provided. For billing purposes prior to the initiation of service, the selected contractor and the City will jointly complete and agree on a total unit count for each service type and for each route day.

At the time such a unit count becomes documented, the number of units serviced for billing purposes shall be updated quarterly by 1) adding the number of occupancy permits for residential structures with single-family, multiple family, condominium and mobile home residences per structure requiring curbside refuse service as issued by the City Building Department and certificate of occupancy for commercial, office, industrial, institutional and others requiring dumpster refuse service. 2) deleting the number of complete demolition permits for all structures issued by the City Building Department.

Collection, Transportation and Disposal Services

No services of any type will be allowed on Saturdays or Sundays, unless otherwise approved by the Program Manager or the designee. The contractor shall not utilize Saturdays or Sundays as a designated collection days in the Schedule of Operations.

The contractor shall honor the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. The City shall be responsible for publicizing any changes in collection schedules due to observance of the above holidays.

It is the City’s intent to maintain the appearance of the community and not have trash in public view over the weekend. Therefore, a weekly 4-day a week collection schedule is anticipated with no scheduled collections on Friday, Saturday or Sunday. If necessary, Friday may be used as a “make-up” day for missed holiday days or other circumstances.

As an option, Vendors shall provide proposals for both a weekly and bi-weekly collection, as well as multiple weekly collections, if required for commercial, institutional, office, industrial and other categories.

Vehicles and Equipment

The contractor shall provide adequate and sufficient garages, shops and yards to provide all-weather, year round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the contractor shall be kept and maintained in sanitary condition and in good repair. Vehicles, equipment and facilities shall be subject to inspection for safety, sanitation, repair and appearance and subject to approval or rejection by the Program Manager at any time. Vehicle shall be kept in good repair and operating order, leak-proof and clean and free of objectionable odors. Rejected equipment must be replaced or repaired by the Contractor within a reasonable time, as stated by the City's Program Manager or his designee.

Employees driving contractor's vehicles shall have a valid operator's license of the State of Michigan and shall meet state and federal requirements concerning commercial licensing.

The contractor shall not use the City's name or other words implying municipal ownership on stationery, vehicles or equipment, except for a sign on vehicles designating that the contractor is an official City contractor.

The contractor shall not use or permit any vehicle assigned to the performance of this contract to make any non-contract related collections, unless approved by the City's program manager or designee.

All vehicles and equipment used in collection and transportation of solid waste, recyclables, and yard waste and other services within the City shall be of sufficient size, capacity and number to adequately and efficiently collect solid waste, recyclables and yard waste in accordance with the terms of this contract. Each vehicle shall be equipped with radio communication between vehicles and a base station. Contractor's field supervisor(s) shall have a compatible mobile telephone available at all times to communicate with the City's program manager or his designee.

Prospective proposers are advised that the requirements of this section shall be strictly enforced. The proposers attention is directed to Attachment D, Forms C-I in the submission forms section concerning the vehicle and equipment schedule, which must be submitted by the proposer with the proposal.

Liquidated Damages

The Program Manger or designee shall notify the contractor for each violation of the contract reported to the City. It shall be the duty of the contractor to take proper action to remedy the cause of the complaint within twenty-four (24) hours after notification. Failure to remedy the cause of the complaint within the specified time period shall constitute a breach of this contract. For the purpose of computing damages under the provisions of this section, it is agreed that the City shall have authority to deduct from payments due the contractor, for the following amount(s) as liquidated damages:

1. Failure to clean up spilled refuse or wash down a street as requested by the City to eliminate objectionable odors
\$25.00 for each instance
2. Failure to clean vehicle, conveyances, containers, docks, yards, shops and other equipment as provided in the specifications:
\$50.00 for each instance
3. Failure to complete all routine pickups by 6:00 p.m. on the scheduled day:
\$100.00 for each failure or neglect of repeated instance at same site.
4. Failure to collect solid waste, recyclables and yard waste within 24 hours after notification of a complaint:
\$100.00 for each failure or neglect of repeated instance at same site.
5. Using vehicles assigned to the performance of this contract to make private collections:
\$500.00 for each instance
6. Commingling refuse from private collections with City refuse in vehicles assigned to the performance of this contract.
\$500.00 for each instance
7. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by City:
\$500.00 for each instance.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the contractor would default. In the event the contractor does default or otherwise abandon the project, the City reserves the right to collect from the contractor or its surety, in addition to the liquidated damages, the actual damages incurred by the City as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by the City's program manager or designee and deductions made from the payment each month to the contractor. The decision of the City's program manager or designee in the matter will be binding.

Consumer Product Index Adjustment

The contract price schedule shall be reviewed and revised at each extension period, if any, in accordance with the referenced Consumer Price Index escalator. Any increases or decreases to the contract must be approved by the City. The adjustment shall not-to-exceed an increase or decrease in excess of 3.0%, excluding the percentage of the contract attributable to fuel charges and shall utilize as a base index January 2009. The contract price shall be established for the next extension period beginning in 2014, following evaluation. No other changes in contract prices are permitted.

The reference Consumer Price Index shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items U.S. Northern city average for populations of 50,000 to 450,000, (published by the Bureau of Labor Statistics, U.S. Department of Labor).

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

Fuel Adjustment

A fuel price adjustment clause is included in the contract to avoid having today's volatility and uncertainty in fuel prices inflate the cost of the contract. The fuel price adjustment clause is intended to neutralize fuel costs so neither the City or the Contractor is unfairly impacted by future changes in the price of diesel fuel.

The fuel price adjustment may cause the Contractor's monthly invoice to the City for solid waste service to be adjusted up or down. Cost adjustment will be determined by the change in the average cost of fuel from the U.S. Department of Energy (DOE) Midwest regional average price during the month of January 2009 compared to the DOE Midwest average monthly price of fuel during the contract.

Three components will drive the monthly fuel price adjustment (FPA).

1. The average monthly price of diesel fuel during the month of January 2009 will serve as the "base fuel price" (BFP).
2. The "current fuel price" (CFP) in each successive month.
3. The historical number of "gallons of diesel fuel" (GDF) the Contractor uses each year delivering the required solid waste services divided by 12 months.

The BFP and CFP will be determined by averaging weekly diesel cost numbers for each specific month from the following U.S. Department of Energy Website.

(http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_a_epd2d_pte_cpgal_m.htm) (Click on "View History" for the Midwest)

This website tracks diesel fuel costs cross the country by regions. Fuel cost adjustment will be based on prices under the Midwest column.

The "base fuel price" (BFP) for a gallon of diesel fuel will be the average price for a gallon of diesel fuel in the Midwest during the month of January 2009.

The "current fuel price" (CFP) in each successive month is the average of the month for which services are being invoiced.

The "gallons of diesel fuel" (GDF) component of the fuel price adjustment formula will be the gallons of diesel utilized for collection services during the first year of this contract.

$$(BFP - CFP) \times \text{_____gallons} = FPA$$

The Contractor will credit or debit a sum reflecting the fuel price adjustment for that month's services on each monthly invoice submitted to the City for payment. The Contractor will include a copy of the calculations and information used to determine the FPA.

The Contractor shall be required to provide the City with the actual gallons of diesel fuel utilized each month to service the contract. This information shall be provided to the City in writing each month with the invoice.

In the event the City chooses to utilize an individual billing process, this adjustment may be made monthly, bi-monthly, quarterly or yearly, as determined by the City.

After the first year of the contract, the "gallons of diesel fuel" (GDF) component of the fuel price adjustment (FPA) formula will be the actual gallons of fuel utilized each month during the preceding year. Beginning January 2010, the GDF for January 2010 will be the actual gallons of fuel utilized in January 2009 and likewise for each successive month throughout the contract year.

The Contractor shall be required to provide the City in writing the total number of hours worked by the solid waste, recycle and yard waste collection trucks assigned to Rochester Hills contract each month. The number of hours will be multiplied by three gallons to verify the approximate total number of gallons of fuel used during each month of service.

Basis and Method of Payment

Payment options: (to be determined by the City)

- Direct payment to the contractor by the City
 - City to collect through property tax mileage, or
 - City to collect by direct billing to the property owner
- Direct billing by the contractor to the property owner; Direct payment from property owner to contractor
- Direct payment to the contractor by the City for special services, if required

If direct payment to the contractor by the City option is utilized, the contractor shall be paid for services rendered under the terms of the contract, within a reasonable time (normally 30 days) after completion of the work at month end and receipt and approval by the City of an itemized invoice calculated based on the fees earned the previous month. The amount remitted to the contractor by the City shall be the number of units serviced times the rate agreed upon in the contract for each unit. Statements shall be itemized and include receipts from landfills or other disposal facilities.

If direct billing by the contractor to the property owners is utilized, the contractor shall provide for quarterly statements to be mailed to each property owner based on the rate agreed upon in the contract for each unit. Property owners shall make direct payment to the contractor for services.

Advanced payments will not be authorized. Correct invoices to the City will be paid net 30 days, following the City of Rochester Hills' schedule for payment of invoices.

Disposal Sites

The contractor is responsible for providing for the disposal of mixed solid waste, recyclables, yard waste/lawn debris and bulky items/white goods 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 as amended.

The contractor agrees to and assumes complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of solid waste, recyclables and yard 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 rules and regulations that are imposed by any authorized agency or unit of government, including the City, and to save 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 with the exception of the current seven cents per cubic yard landfill surcharge as included in Public Act No. 153 of 2003, Sec. 11525a. The contractor should not include the seven cents per cubic yard in their disposal cost bid but shall continue to pass through and collect the surcharge as part of their monthly bill on the basis of the monthly volume of solid waste landfilled times the seven cents per cubic yard. For the purpose of converting tons to cubic yards, the contractor shall assume 2.55 cubic yards per ton of solid waste collected and landfilled.

The contractor shall make all arrangements necessary for disposing of, as well as any short time storage of all collected solid waste, recyclables and yard waste outside the limits of the City of Rochester Hills.

Proposers must identify in their proposal the location and capacity of the disposal site(s) to be used for solid waste, including sites utilized for composting and marketing of yard waste, processing and marketing of recyclables of material, and must furnish evidence that the site(s) meets the requirements of Act 641. The contractor shall provide the city with any applicable operating license of each of the disposal, recycling and/or composting site(s). In the event it becomes necessary for the contractor to change 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, as amended. A copy of the facility's license must also be submitted to the City.

Routes/Access

Contractor shall adhere to established routes and days of collection as designated by the City. Requested route changes shall be submitted in writing at least sixty (60) days in advance to the

City's program manager or his designee. Contractor shall obtain final approval in writing for proposed route change from the City's program manager or his designee. Route changes shall not be unreasonably denied, except that the regular solid waste, yard waste, recyclables and bulky items/white goods collections shall be performed on the same day. Notice of route changes shall be furnished to the affected property owners by the Contractor at no expenses to the City in advance of the proposed change after approval by the City. In addition, Contractor shall provide the City with prompt notice as to addresses, where refuse was rejected for collection due to non-compliance with the terms of this Contract.

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

Periodically major renovation is necessary to maintain the infrastructure of the City. This includes such activities as replacing gas, water and sewer lines, surfacing or resurfacing streets, and replacing wiring for telephone, electricity or cable television. If the City's program manager is notified in advance of these activities, the contractor will be notified. However, it is not uncommon for work to be initiated without prior notification. Alternate sanitation service must be provided during this period of disruption. No additional fees shall be payable for services provided under these conditions.

Private Driveways

The contractor shall not be required, where curbside pick-up is established, to enter a private driveway, except in such cases where special back-door services are identified and approved by the City. However, the owner of a property unit may arrange for such service directly with the contractor. Any cost associated with providing such service is excluded from the solid waste, recycling and yard waste collection, transportation and disposal contract and is a private matter between the owner of the property unit and the contractor.

Map of Routes

The City will make every effort to publish a map showing areas picked up on various days.

Hauling

All solid waste, recyclables, yard waste and bulky items/white goods hauled by the contractor shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented.

Storms and Other Disasters

In case of a storm or other disaster, the City's program manager or designee may grant the contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm or disaster, the contractor shall advise the City's program manager or designee of the estimated time required before regular schedules and routes can be resumed.

Additional Service

The City shall not be responsible to the contractor or the customer for any additional services provided at the request of the customer by the contractor. The contractor shall not charge any customer for services provided by the City under the terms of the contract.

SPECIAL PROVISIONS

Optional Alternate Proposals

The City has identified several optional services that will be considered in the implementation of the program. Contractors may offer recommendations and/or suggestions relative to any or all of these optional services. Contractors shall provide cost proposals on the following options:

- Collection, transportation and disposal of household hazardous waste
- Discount for senior citizens
- Ability for individuals to opt out of services
- Ability for subdivision to opt out of services based on better rates
- Suspension of services for short or long term vacation periods
- Weekly or Bi-weekly pick-up
- Multiple pick-ups during a weekly period for commercial, office, municipal, industrial and/or institutional or other designated property types
- Sale of curb carts for residential solid waste
- Inclusion or exclusion of residential, multi-family, condominiums, commercial, office, municipal, industrial, mobile home parks and institutional pick-ups for solid waste, recycles and/or lawn waste
- Payment method (1) billing directly by contractor to property owner; (2) billing directly by City to property owner; (3) millage with direct payment to contractor by the City.

Collection Services

The following scope of services applied to all proposals:

The contractor shall be required to maintain a high level of solid waste, recycling and yard waste collection services. Refuse shall be collected from all containers presently in use and in all forms presently used. The contractor shall collect and transport all refuse, rubbish, debris, recyclables and yard waste, which the property owner may desire to have removed, which the City has authorized the contractor to collect and transport for the price as quoted in the contractor's proposal.

The current applicable ordinances of the City establish guidelines for transporting and disposing of solid waste, as well as, vehicle operating requirements for waste haulers. A copy of the Solid Waste Ordinance is attached under Attachment G. The City reserves the right to amend the

applicable ordinances without affecting the rates to be paid the contractor, providing the contractor's obligations are not materially altered.

The contractor shall operate a Citywide curbside refuse collection, transportation and disposal system which results in the removal of all solid waste from all properties as designated by the City and located within the corporate limits of the City of Rochester Hills, Michigan.

Refuse means all animal and vegetable food waste and all waste which normally results from the operation of a household, except body waste and yard waste, including but not limited to rubbish, metal cans, papers, cardboard, glass jars, bottles, wood, ashes, sod, dirt, rocks, cement, bricks, small household appliances, furniture, plastics and any other household refuse small enough for one person to handle and no more than 50 pounds.

Residential property owners will place refuse in refuse bags or watertight containers of substantial construction with tight fitting lids and lifting handles. Cardboard containers and paper bags will not be considered acceptable refuse containers. Acceptable refuse containers shall be durable plastic and/or metal with sealable tops and shall be limited to no more than 32-gallons in capacity unless the approved curb cart distributed by the selected contractor is used to allow automated tipping of the container. Some articles cannot be conveniently placed in containers. Such articles, if within the weight and size limitations, must be handled individually by the contractor.

The contractor shall exercise reasonable care and diligence in handling containers. The City will cooperate in requiring residents, apartments, housing complexes and others to provide and maintain suitable containers, and the contractor must exercise due care in preventing damage to containers thereto, and shall return all containers to an upright position with the lids replaced thereon or adjacent thereto. In the event the contractor damages a container(s), the contractor shall be responsible for replacing said container(s) with one of equivalent value at contractor's expense within 24 hours (excluding Saturdays and Sundays).

Generally, the contractor shall not be required to collect the contents of any container, if the container and its contents weigh over 50 pounds. No single piece of refuse must be collected if it weighs over 50 pounds except bulky items as hereinafter set forth.

The City reserves the right to impose a bag/can limit on property units to be served and implement a bag/tag system for additional refuse beyond the limits. Should such a system be implemented the contractor would only pick up bags, containers or other household items that are within the bag/can limit or are properly tagged, and will then be reimbursed upon submission of the tags. The City will give the contractor 90 days notice before implementing such a system.

A written monthly tonnage report must be supplied to the City, or made accessible in a compatible electronic format, via email or internet, indicating the date, time and truck number of each delivery made to the disposal facility by the contractor on behalf of the City.

Residential Bulky Waste/White Goods

Once monthly, per property unit, as part of the proposed solid waste unit price and not as a separate pay item, the contractor shall pick up as part of the refuse pick-up and shall deposit in the same truck or separate trucks, if necessary all bulky items, including but not limited to fixtures and furniture, storm doors and windows, toilets, sinks, carpets and pads, railroad ties, and fence posts or fences not exceeding 3' x 8' in dimension, and small quantities of building debris resulting from repair or remodeling personally done by the home occupant, which have been placed at the curb property tied or bundled in lengths of not more than five feet (5').

The contractor shall be responsible for complying with all applicable laws concerning the disposal or recycling of air conditioning and refrigeration equipment, including but not limited to the provisions of the Clean Air Act, which prohibits the venting of refrigerants into the atmosphere. It shall be the contractor's responsibilities to haul material and to insure that Freon-containing material, that is not tagged, are delivered to a designated facility for property removal.

A written monthly report must be supplied to the City, or made accessible in a compatible electronic format, via email or internet, indicating the tonnage of this material that is collected, the scrap metal recycling facility to which it was delivered, and the total amount received in payment for the material. A record of weights delivered by date along with revenues paid, provided by the scrap metal recycling facility, will meet this requirement. Any revenues associated with the recycling of the aforescribed bulky metal items shall remain the contractor's.

Handicapped/Back-Door Pick-Up

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

Christmas Trees

As part of the proposed solid waste unit price and not as a separate pay item, discarded Christmas trees devoid of any ropes, lights, metal, plastic or other hangers shall be collected separately or chipped as part of the regularly scheduled collection required by this contract placed out for collection during Christmas week and the following three (3) weeks. During this time period, separately-collected and chipped Christmas trees shall be delivered to a designated compost site and not, under any circumstances, a landfill or disposal facility. No additional compensation will be provided to the contractor for this separate curbside collection. Christmas trees placed out at any time other than the above-described period shall be collected as part of the regular collection. The contractor shall provide the City with a report regarding the volume (number) of Christmas trees collected by February 1 of each contract year.

Yard Waste/Lawn Debris/Fall Leaf Collection

Included as part of weekly regular curbside pick-ups, but as a separate yard waste collection unit price, the contractor shall separately pick up, from April 1 through November 30, (35 weeks) unlimited separated yard waste, lawn debris and fall leaves as part of the regularly scheduled collection required by this contract.

All yard waste and lawn debris shall be transported to a designated compost site and under no circumstances a landfill or disposal facility. A written monthly report must be supplied to the City or made accessible in a compatible electronic format, via email or internet, indicating the date, time, truck number and volume of each delivery made to the facility by the contractor on behalf of the City.

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

Acceptable yard waste and lawn debris shall include so called “woody” or “hard” yard waste as long as it is properly prepared. The contractor will not be required to pick up tree branches or logs greater than three inches (3”) in diameter or longer than three feet (3’) in length that are tied or secured with string or twine in bundles no larger than eighteen inches (18”) in diameter.

The yard debris will be bundled as required, placed in large capacity craft/paper bags or placed loose in cans with a “yard waste recycling” or “compost” sticker on the container. Sticker to be provided by contractor.

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

Two-Stream Commingled Recycling Collection

Included as part of regular collection, but as a separate recycling collection unit price, the contractor shall separately pick up on the same day as the regularly scheduled collection required by this contract, separated commingled recyclable paper and commingled bottles/cans, set-out as per the specifications identified by the City and described below.

All recyclable paper and bottles/cans shall be transported to and tipped at a designated recycling processing facility. A written monthly report must be supplied to the City, or made accessible in a compatible electronic format, via email or internet, indicating the date, time truck number and volume of each delivery made to the facility by the contractor on behalf of the City.

Acceptable commingled paper includes paper, clean newspaper, magazines, catalogues, flattened cardboard, box board, brown paper grocery bags, telephone books, and residential junk mail.

Acceptable commingled bottles/cans, include #1 PET containers and #2 clear and colored HDPE containers, glass containers (clear, green and brown), tin cans and aluminum cans.

The contractor shall provide to the City residents, without charge, two 18-gallon recycling containers with lids for each residential unit. One container with lid shall be dark green and labeled “Bottles/Cans” and “City of Rochester Hills Recycles”. The other container with lid shall be light green in color and labeled “Paper” and “City of Rochester Hills Recyclables.” The specifications for the containers and the printing on labels must be approved by the City prior to order.

To encourage recycling by all property owners and types, potential users of curbside recycling collection services will be identified. Typically those that are currently receiving dumpster service or those that generate sufficient recyclable material to justify a curbside cart. The Contractor and the City will make joint determinations regarding appropriate curbside cart locations based on frequency of use and volumes generated as needed to maximize recovery. This may include consideration of recycling dumpsters in place of curbside carts, where acceptable to the City and Contractor.

Other Collection Services

The City may contract for additional services that could include any or all of the following items.

Municipal Building Waste, Recycling and Yard Waste Services

The City of Rochester Hills currently has ten (10) sites and nine (9) dumpsters ranging in size from 4, 6 and 8 yards and roll off dumpsters, as needed, and four (4) 96-gallon waste wheelers located at fire stations 2-5.

A detailed list of all containers is provided in Attachment C. The City is requesting separate pricing for servicing these units. The contractor shall be responsible for the collection of all these containers and shall include in the unit cost for the rental and transportation of the contents of the dumpsters and waste wheelers to the designated disposal and/or recycling site. The City reserves the right, as it may deem necessary, to change the arrangements it has for the use of and locations for these containers, and to request different containers and/or completely eliminate the need for these containers.

On-Call Pickups

The contractor shall collect and deliver to the designated disposal and processing sites all materials collected from “on-call” sites that the City must have cleaned up, which shall include collection of refuse from litter abatement enforcement (illegal dumping and evictions), storm related damage, animal carcasses, and similar circumstances. Such “on-call” pickups shall be completed within 48 hours of written notice from the City, which may be provided by the City via mail, fax or email. The contractor shall itemize those services in the next regularly scheduled invoice and shall bill those services in 5-minute increments based on the hourly rates proposed by the contractor.

Mobile Home Parks Solid Waste, Recycling and Yard Waste Services

The City of Rochester Hills may choose to provide solid waste, recycling and yard waste collection, transportation and disposal services to mobile home parks located within the City. The City's mobile home parks currently utilize curbside collection with dumpsters located at community buildings/offices. Unit prices are requested for providing this service under contract to the City. Unit prices are requested by type of service, container size and frequency of service.

Multi-Family/Condominium Solid Waste, Recycling and Yard Waste Services

The City of Rochester Hills may choose to provide solid waste, recycling and yard waste collection, transportation and disposal services to multi-family complexes located within the City. Unit prices are requested for providing this service under contract to the City. Unit prices are requested by container size and frequency of service. Prices are also request for container rental and maintenance, .

Commercial, Office, Industrial, and Institutional Solid Waste and Recycling

The City of Rochester Hills may choose to provide solid waste, recycling and yard waste collection, transportation and disposal services to commercial, office, industrial and institutional properties located within the City. Unit prices are requested for providing this service under contract to the City. Unit prices are requested by container size and frequency of service. Prices are also requested for container rental and maintenance.

Long and Short Term Suspension of Services

Contractor will administer a program for suspension and start-up of services for both long and short term periods. Property owners may contact the Contractor to make arrangements for service suspension and subsequent start-ups. Short term is less than four (4) week; long time is more than four (4) weeks.

Household Hazardous Waste Collection

Each year, on date(s) selected by the City, the contractor will provide a household hazardous waste program for the City's residents. The City will make available a site for this event. Details of the proposed program shall be supplied as part of the contractor's proposal, including a cost proposal, subcontractors and ability to provide required insurance coverage and comply with applicable regulations, laws and ordinances.

The contractor shall provide all necessary labor for the receipt; identification and labeling of household hazardous materials and completion of all required manifest forms and documentation. The Contractor will conduct and oversee household hazardous waste collection event(s) in the City of Rochester Hills. The Contractor will be responsible for all core operations at each event(s) including receiving and handling of household hazardous waste, waste characterization, manifestation and ultimate disposition of materials collected. The contractor

will assume all liability for household hazardous waste once collected. The contractor shall be responsible for setting up and breaking down the household hazardous waste program, obtain appropriate permits and transporting all hazardous materials received to a properly licensed and permitted hazardous waste disposal facility.

Household hazardous waste disposal sites shall be reported to the City after each event and identified in contractor's proposal. Contractor shall provide copies of all manifests and related disposal documents to the City. The contractor shall act as generator of all hazardous material collected under this program for the purpose of completing manifest forms and shall assume all related responsibilities, obligations and liabilities.

Container Management

To ensure quality service, contractor shall stockpile an inventory of the various refuse and recyclable containers utilized by the City and will be responsible for distributing containers, as required, based on requests made by eligible service units.

All collection containers and replacement parts for these containers must be pre-approved by the City for disbursement. Collection container types will be determined jointly by the City and contractor. The contractor may sell curb carts for solid waste collection. All other containers or dumpsters will remain the property of the contractor.

Contractor shall purchase sufficient quantities of each container type to allow contractor to maintain an inventory in sufficient number for contractor to perform deliveries, repairs and exchanges of such equipment in a timely manner.

The contractor shall deliver any replacement collection containers or new collection containers to locations that are pre-approved by the City. Delivery shall also include appropriate educational material as reviewed and approved by the City.

The contractor may sell curbside solid waste curb carts to property owners for curbside solid waste collection. Terms of sale are between the contractor and property owners with the curb cart sales price determined as contractor's direct cost plus a 10% handling fee. Contractor shall clearly inform residents and business owners that the use of the curbside solid waste curb carts is a voluntary option. City will review and approve all public information relating to the optional use of the curbside solid waste curb carts.

Contractor Reporting

The contractor shall report on its performance to the City. Records shall be kept by the contractor on a daily, weekly, cumulative monthly and cumulative annual basis and shall be available to the City.

Contractor shall maintain and submit to the City accurate reports, which detail activities related to services in a format approved by the City as hereinbefore described. These reports shall

include data for all materials handled from its services to the City property owners. Annual reports shall report all of the above data, following the same format as the monthly report.

Contractor shall provide reports to the City in a timely manner, but no less than a monthly basis, specifying all complaints, accidents or incidents while performing any duties pursuant to the contract, outages or downtime and inspections by regulatory agencies during the month of the report.

Contractor shall supply reports quantifying all materials collected and disposed of, recycled or composted by the contractor showing types of materials, quantities and disposal sites. Source of Origin reports shall be prepared quarterly by the contractor for the City. 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. 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 single hauler waste collection and disposal program. The information and reports may include, but are not limited to, daily quantities of collection of materials, market prices of recyclable materials, revenues from recyclable materials and yard waste quantities diverted from the landfill.

Reports shall detail the nature and reasons for unusual incidents (e.g., accidents, regulatory non-compliance notices, overweight tickets, etc.) as well as all results, findings and actions taken to resolve such incidents. Contractor shall also notify City immediately of any fines or penalties levied and any actions that could have an adverse impact on the contractor or the service to the City or both. Failure to report such data shall subject the contractor to damages.

SUBMISSION REQUIREMENTS AND FORMS

Proposers will submit a Proposal Package consisting of three sections.

- Section I Proposal Summary
- Section II Technical Proposal
- Section III Cost Proposal

Proposal Summary

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

Bid Bond

All proposals must be accompanied by a bid bond or certified check drawn on a solvent bank or savings and loan association, payable to the City of Rochester Hills in the sum of one hundred

thousand (\$100,000) Dollars as a guarantee. The bid bond will be returned to all unsuccessful proposers. Failure to submit a proper bid bond shall invalidate the proposal.

Required bonds shall be provided by a company licensed to do business in the State of Michigan and acceptable to the City of Rochester Hills. Should the proposers refuse to enter into a contract, the amount of the bid security shall be forfeited to the City as liquidated damages, not as a penalty.

Include with the Bid Form, letter from a Surety, licensed to do business in the State of Michigan, stating that proposer is able to obtain performance bonds and labor and material payment bonds in the sum of five hundred thousand (\$500,000) Dollars.

Proposal Authorization Signature

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

Introduction to Proposal

Proposers should provide an overview of their proposal including a brief summary of the proposer, their services, corporate ownership, resources, track record and ability to meet the needs of the City as expressed in this Request for Proposals.

Technical Proposal

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

Proposer's Statement of Organization (Form A)

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

Proposer's Staffing (Form B)

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

additional sheets if more space is required. If Form B is not completed in full it may result in disqualification.

Collection, Transportation and Disposal Services Proposal – Summary Description

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

The Collection, Transportation and Disposal Services Proposal – Summary Description must be specific to the proposed service type(s). The City will place significant emphasis on Proposer's proposed work plan during the evaluation process. At a minimum, the Proposer shall include the following items in the work plan:

Transition Plan: A detailed transition plan specifying implementation schedules and tasks, such as the following:

- Equipment acquisition plan
- How the Proposer will begin new collection services
- Customer service program
- Distribution of containers/dumpsters
- Coordination with the City's public education and outreach program

In developing the transition plan Proposers should consider that the City strongly seeks to reduce disruption to customers during the transition period, and to minimize changes in collection days.

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

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

Collection, Transportation and Disposal Operations Plan: A detailed collection, transportation and disposal operations plan that presents the specific programs that will be implemented. This should include:

- Vehicle and container maintenance program, including response/replacement/repair time for vehicles on route
- Staffing requirements, including physical and substances abuse testing requirements
- Office and operations yard location
- Overlap of equipment, staff, offices, cleaning and maintenance facilities, etc.
- The number of vehicle passes per account

- The method of collection, transportation and disposal
- Hazardous Waste Management protocol
- The financing method that will be used to purchase collection vehicles and containers and the proposed amortization or depreciation schedule, including Proposer's cost.
- Health and safety management procedures
- Additional material that the Proposer feels is required to ensure a smooth transition and superior program performance.
- Quality Control of service performance

Billing Plan: A detailed billing plan and cost proposal for billing services provided by the contractor that outlines billing procedures that will be implemented, if deemed necessary by the City. Include the following:

- Contractor in-house billing or subcontracted. Provide name, address and experience with subcontracted billing company
- Type of invoicing, frequency
- Available methods of acceptable payment from customers (e.g., direct deposit, credit card, debit card, automatic payment program or annual advance billing program)
- Collection process for late payments or delinquencies, including service interruption and restart fees and any penalties and/or interest you will charge delinquent accounts.
- List of reports to be provided to the City
- Optional Services, including
 - Suspension of services for short or long term vacation periods; provide service interruption fees and/or suspension and restart fees
 - Discount for Senior Citizens
 - Ability for individuals to opt out of services
 - Ability for subdivision(s) to opt out of services based on better rates

City to Bill Plan: A detailed plan and cost proposal to provide the required collection, transportation and disposal data on a per property owner basis in compatible electronic format bi-monthly to enable the City to include solid waste, recyclables, yard waste and other services fees in an invoice generated by the City or included in the City's water and sewer bill.

Equipment Plan and Collection Vehicles (Forms C through I)

The Proposer shall prepare and submit an Equipment Plan outlining the type of vehicle(s) to be used, past Proposer's experience of other comparable programs with this type of vehicle, whether the vehicles will be leased or owned, the methods which will be used and sequence of steps required to load and unload collect/swept materials, the compatibility if the vehicle design with the design of the facility to which the collected materials will be taken, the size of crew required per vehicle and their responsibilities, the number of vehicles required for the program, the capacity of the vehicles and the scheduled maintenance and cleaning of the vehicles.

The Equipment Plan shall include completed Forms C through I, provided under Attachment D: Technical Proposal Forms and Checklist. Forms C through I are required forms, showing the Proposer's proposed collection equipment for the various types of solid waste and recycling

services, all of which must be completed as part of the proposal. The questions that are not applicable should be included and marked “Not Applicable”. The purpose of these forms is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Attach additional sheets if more space is required. If Forms C through I are not completed in full it may result in disqualification.

References (Form J)

Provide a minimum of five (5) references, including a list of Michigan cities your company provides single hauler services and 2008 pricing for all services provided.

Exceptions to Agreement (Form K)

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

Financial Qualifications

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

Financial information to be included with the proposal includes:

- A. The proposed Contractor’s summary financial statements for the past three (3) fiscal years. These statements must include, at minimum, statements of financial position and changes in financial position.
- B. If the entity that will sign the Agreement has a parent company or is proposing a joint venture, the parent company or joint venture company(s) must also provide financial statements for the most recent three (3) fiscal years. The parent company must provide a statement indicating its intent and means to provide financial assurance of performance.
- C. If the entity that will sign the Agreement has been in existence less than three (3) years, the Proposer must provide sufficient financial data to substantiate, to the satisfaction of the City, the Proposer’s financial capability and viability of the entity.
- D. In addition to the financial statements, the Proposer must provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent company or

owners if they are providing financial assurance of performance) since the date of the last audited financial statements.

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

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

Litigation History

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

Cost Proposal

Each Proposer shall submit a Cost Proposal for solid waste, recycling, yard waste collection, transportation and disposal services, as well as other optional services that includes all cost information, as identified and described below. A proposal checklist and required forms are contained in Attachment F: Cost Proposal Forms and Checklist.

The Cost Proposal must be filled out in full in order to have the cost proposals in the evaluation process. Price quotes are per unit as specified in the form. All prices proposed are for services as described in this Request for Proposals unless the Proposer submits specific exceptions as part of the Technical Proposal Form K: Exceptions to Agreement.

Proposal Form Signature Page

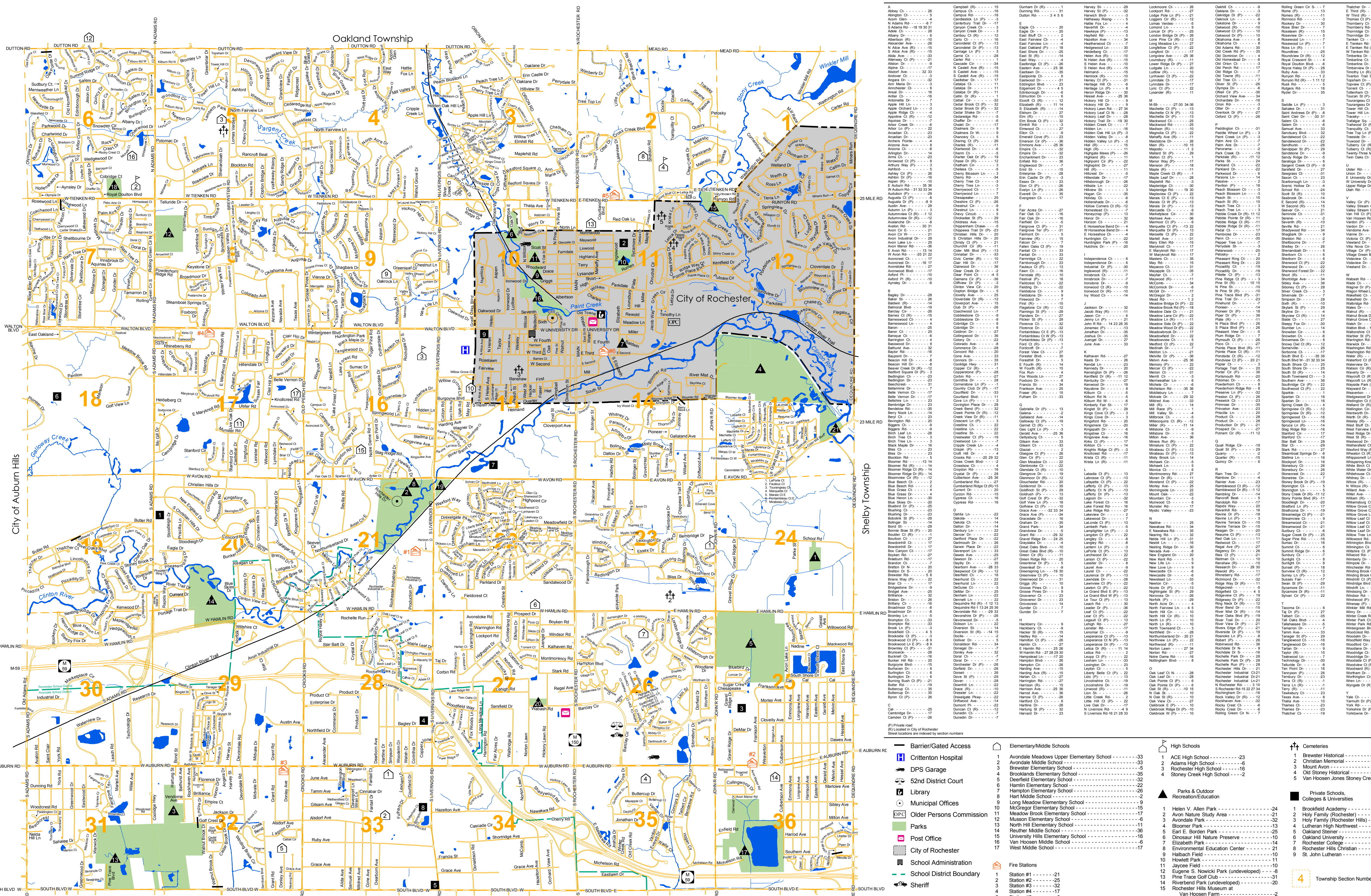
An officer of the proposing organization empowered to sign a document that commits the Proposer to the price quotes stated in the cost proposals must sign the Proposal Form Signature Page (Attachment J).

**REQUEST FOR PROPOSALS FOR
SOLID WASTE, RECYCLING AND YARD
WASTE COLLECTION, TRANSPORTATION
AND DISPOSAL SERVICES
RFP-RH-08-023**

ATTACHMENTS

- A. Map of City
- B. Data on Residential, Multi-Family, Condominiums, Commercial, Industrial, Office, Institutional properties in City
- C. Municipal Building Dumpster Sites
- D. Technical Proposal Forms and Checklist
- E. Disposal and Compost Sites; Recyclable Processing
- F. Cost Proposal Forms and Checklist
- G. City Ordinances
- H. Sample Certificate of Insurance
- I. Specimen Contract
- J. Signature Page

Street Index



Abbey Ct	26	Campbell Rd	15	Dunham Dr	31	Hervey St	39	Loomis Dr	26	Oakdale Dr	2	Rehder Dr	19
Abingdon Ct	25	Campus Rd	16	Dunning Rd	31	Hervey St	39	Lodge Pole Ln	27	Okerson Dr	3	Romeo Rd	13
Acorn Ct	1	Canyon Creek	16	Dutton Rd	3, 4, 5, 6	Hatfield Ct	39	Logansville Ln	21	Olson Dr	11	Rose River Dr	11
N Adams Rd	6, 7	Canterbury Trail Dr	17	E		Hayward Ln	20	Longview Dr	26	Olson Dr	11	Rockway Dr	30
Adams Rd	18, 19, 20, 21	Canyon Creek Dr	17	Eagle Ct	20	Hickory Ln	31	Longview Dr	26	Oakton Dr	11	Rockway Dr	30
Adair Ct	6	Canby Ct	17	East Blvd	20	Highway 24	39	Longview Dr	26	Olson Dr	11	Rockway Dr	30
Adams Rd	18, 19, 20, 21	Canby Ct	17	East Blvd	20	Hickory Ln	31	Longview Dr	26	Oakton Dr	11	Rockway Dr	30
Adams Rd	18, 19, 20, 21	Canby Ct	17	East Blvd	20	Hickory Ln	31	Longview Dr	26	Oakton Dr	11	Rockway Dr	30

- Barrier/Gated Access
- Crittenden Hospital
- DPS Garage
- 52nd District Court
- Library
- Municipal Offices
- Olders Persons Commission
- Parks
- Post Office
- City of Rochester
- School Administration
- School District Boundary
- Sheriff
- Elementary/Middle Schools
- High Schools
- Cemeteries
- Private Schools, Colleges & Universities
- Recreation/Education
- Fire Stations
- Township Section Number

**REQUEST FOR PROPOSALS FOR
SOLID WASTE, RECYCLING AND YARD
WASTE COLLECTION, TRANSPORTATION
AND DISPOSAL SERVICES
RFP-RH-08-023**

ATTACHMENT B

**DATA ON RESIDENTIAL, MULTI-FAMILY, MOBILE HOME,
CONDOMINIUMS, COMMERCIAL, OFFICE, INDUSTRIAL
INSTITUTIONAL AND MUNICIPAL PROPERTIES**

For the purposes of responding to this proposal, the estimated number of units/categories expected to be provided with curbside collection, transportation and disposal services for solid waste, recycling and yard waste and/or dumpster collection, transportation and disposal services for solid waste, recyclables and yard waste are as follows:

Single Family and Duplex Residential	18,533
Condominiums	3,870
Multiple Family Apartments	6,005 apartment units in 23 complexes
Mobile Homes	1,392 pads in 2 mobile home complexes
Commercial	1,266 commercial personal property accounts (includes general and medical offices)
Office	433 improved commercial real property parcels
Industrial	201 industrial personal property accounts located within commercial and/or industrial zoned properties; 267 improved industrial real properties
Institutional	29 public, private and universities; 1 hospital; 39 churches
Municipal	10 sites

**REQUEST FOR PROPOSALS FOR
SOLID WASTE, RECYCLING AND YARD
WASTE COLLECTION, TRANSPORTATION
AND DISPOSAL SERVICES
RFP-RH-08-023**

ATTACHMENT C

MUNICIPAL BUILDING DUMPSTER SITES

Rochester Hills Municipal Building 1000 Rochester Hills Drive	One 6-yard dumpster, twice per week pick-up One 4-yard dumpster for cardboard, once per week pick-up recycling
DPS Garage 511 E Auburn Road	One 8-yard dumpster, twice per week pick-up One 6-yard dumpster, once per week pick-up One 30-yard roll off
Fire Station #1 1111 Horizon Court	One 6-yard dumpster, once per week pick-up
Fire Station #2 1251 E Auburn	Curbside pick-up
Fire Station #3 2137 W Auburn	Curbside pick-up
Fire Station #4	Curbside pick-up
Fire Station #5 251 E Tienken	Curbside pick-up
VanHoosen-Jones Cemetery 570 E Tienken	One 6-yard dumpster, once per week pick-up
Museum Dairy Barn 950 Romeo Road	One 6-yard dumpster, once per week pick-up
Sheriff's Office 750 Barclay Circle	Two 6-yard dumpster, once per week pick-up

**REQUEST FOR PROPOSALS FOR
SOLID WASTE, RECYCLING AND YARD
WASTE COLLECTION, TRANSPORTATION
AND DISPOSAL SERVICES
RFP-RH-08-023**

ATTACHMENT D

TECHNICAL PROPOSAL FORMS AND CHECKLIST

Checklist:

Proposal Summary

- _____ **Transmittal/Certificate Letter with Signature**
- _____ **Introduction to Proposal**
- _____ **Bid Bond**

Technical Proposal

- _____ **Form A: Statement of Organization**
- _____ **Form B: Attached Organizational Chart and Resumes**
- _____ **Collection, Transportation and Disposal Services Proposal –
Summary Description**
- _____ **Equipment Plan:**
- _____ **Form C: Residential Garbage Collection Vehicles**
- _____ **Form D: Commercial Garbage Collection Vehicles**
- _____ **Form E: Residential Recycling Collection Vehicles**
- _____ **Form F: Commercial Recycling Collection Vehicles**
- _____ **Form G: Residential Yard Waste Collection Vehicles**
- _____ **Form H: Commercial Yard Waste Collection Vehicles**
- _____ **Form I: Descriptive Listing of all Equipment Available/
To be Purchased**
- _____ **Form J: Vendor Reference Forms**
- _____ **Form K: Exceptions to Agreement**
- _____ **Insurance**
- _____ **Financial Qualifications**
- _____ **Litigation History**

ATTACHMENT D: TECHNICAL PROPOSAL FORM A

PROPOSER'S STATEMENT OF ORGANIZATION

1. **Full name of business (Proposer)**

2. **Principal business address:**

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

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

5. **If a corporation, in what state incorporated and date of incorporation.**
State: _____ Date: _____

6. **If a Joint Venture or Partnership, provide date of agreement:**
Date: _____

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

<u>Name</u>	<u>Address</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. List all firms participating in this project (including prime contractors, subcontractors, operators, major equipment suppliers, etc.)

Name	Address

9. Outline specific areas of responsibility for each firm listed in Question 8.

Name	Responsibilities

10. Identify the provisions of any agreement between parties, which assigns legal or financial liabilities or responsibilities.

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

ATTACHMENT D: TECHNICAL PROPOSAL FORM B

PROPOSER'S STAFFING

1. **Organizational Chart:** Attach an organization chart(s) for the proposer's staff showing for each Service Type the necessary staffing by position, number of staff per position and organization responsibilities of each staff position and qualifications required for each position.

2. **Professional/Management Staff Resumes:** For professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual(s) areas of expertise and experience. Resumes must be provided in the following format, however additional information may be provided at the option of the proposer.
 1. Names and Title
 2. Project Assignment
 3. Name of company
 4. Years experience with current company or other companies
 5. Education; include degrees, year and specialization
 6. Professional references (list 3)
 7. Other relevant experience and qualifications

List Names and Title of attached professional/management staff resumes:

Name _____ **Title** _____

Name _____ **Title** _____

Name _____ **Title** _____

Name _____ **Title** _____

Name _____ **Title** _____

Name _____ **Title** _____

Name _____ **Title** _____

Name _____ **Title** _____

Name _____ **Title** _____

ATTACHMENT D: TECHNICAL PROPOSAL FORM C
RESIDENTIAL SOLID WASTE COLLECTION VEHICLES

1. Manufacture and Model

A. Cab and Chassis _____
B. Body _____

2. Number of Vehicles

A. Currently Owned _____
B. Planned for Purchase _____

3. Cab and Chassis

A. Walk-in Cab _____ yes _____ no
B. Dual Drive _____ yes _____ no

4. Body

A. Rated Capacity _____ cubic yards
B. Practical or Net Capacity _____ cubic yards
C. Number of Bins/Compartments _____ cubic yards
D. Expected Material Density _____ lbs per cubic yard
(fully loaded)
E. Type of Body Loading _____
(front, rear, side load, etc.)
F. Direction and Type of Unloading _____
(rear hoist, rear extrusion, side, etc.)
G. Overall height when roof of _____
body is open

5. Will the vehicles be owned, leased or other?

6. Rate of Fuel Usage?

_____ miles per gallon

ATTACHMENT D: TECHNICAL PROPOSAL FORM D

COMMERCIAL SOLID WASTE COLLECTION VEHICLES

3. Manufacture and Model

- A. Cab and Chassis _____
- B. Body _____

4. Number of Vehicles

- A. Currently Owned _____
- B. Planned for Purchase _____

3. Cab and Chassis

- A. Walk-in Cab _____ yes _____ no
- B. Dual Drive _____ yes _____ no

4. Body

- A. Rated Capacity _____ cubic yards
- B. Practical or Net Capacity _____ cubic yards
- C. Number of Bins/Compartments _____ cubic yards
- D. Expected Material Density _____ lbs per cubic yard
(fully loaded)
- E. Type of Body Loading _____
(front, rear, side load, etc.)
- F. Direction and Type of Unloading _____
(rear hoist, rear extrusion, side, etc.)
- G. Overall height when roof of _____
body is open

5. Will the vehicles be owned, leased or other?

6. Rate of Fuel Usage?

_____ miles per gallon

ATTACHMENT D: TECHNICAL PROPOSAL FORM E
RESIDENTIAL RECYCLING COLLECTION VEHICLES

5. Manufacture and Model

A. Cab and Chassis _____
B. Body _____

6. Number of Vehicles

A. Currently Owned _____
B. Planned for Purchase _____

3. Cab and Chassis

A. Walk-in Cab _____ yes _____ no
B. Dual Drive _____ yes _____ no

4. Body

A. Rated Capacity _____ cubic yards
B. Practical or Net Capacity _____ cubic yards
C. Number of Bins/Compartments _____ cubic yards
D. Expected Material Density _____ lbs per cubic yard
(fully loaded)
E. Type of Body Loading _____
(front, rear, side load, etc.)
F. Direction and Type of Unloading _____
(rear hoist, rear extrusion, side, etc.)
G. Overall height when roof of _____
body is open

5. Will the vehicles be owned, leased or other?

6. Rate of Fuel Usage?

_____ miles per gallon

ATTACHMENT D: TECHNICAL PROPOSAL FORM F
COMMERCIAL RECYCLING COLLECTION VEHICLES

7. Manufacture and Model

A. Cab and Chassis _____
B. Body _____

8. Number of Vehicles

A. Currently Owned _____
B. Planned for Purchase _____

3. Cab and Chassis

A. Walk-in Cab _____ yes _____ no
B. Dual Drive _____ yes _____ no

4. Body

A. Rated Capacity _____ cubic yards
B. Practical or Net Capacity _____ cubic yards
C. Number of Bins/Compartments _____ cubic yards
D. Expected Material Density _____ lbs per cubic yard
(fully loaded)
E. Type of Body Loading _____
(front, rear, side load, etc.)
F. Direction and Type of Unloading _____
(rear hoist, rear extrusion, side, etc.)
G. Overall height when roof of _____
body is open

5. Will the vehicles be owned, leased or other?

6. Rate of Fuel Usage?

_____ miles per gallon

ATTACHMENT D: TECHNICAL PROPOSAL FORM G
RESIDENTIAL YARD WASTE COLLECTION VEHICLES

9. Manufacture and Model

A. Cab and Chassis _____
B. Body _____

10. Number of Vehicles

A. Currently Owned _____
B. Planned for Purchase _____

3. Cab and Chassis

A. Walk-in Cab _____ yes _____ no
B. Dual Drive _____ yes _____ no

4. Body

A. Rated Capacity _____ cubic yards
B. Practical or Net Capacity _____ cubic yards
C. Number of Bins/Compartments _____ cubic yards
D. Expected Material Density _____ lbs per cubic yard
(fully loaded)
E. Type of Body Loading _____
(front, rear, side load, etc.)
F. Direction and Type of Unloading _____
(rear hoist, rear extrusion, side, etc.)
G. Overall height when roof of _____
body is open

5. Will the vehicles be owned, leased or other?

6. Rate of Fuel Usage?

_____ miles per gallon

ATTACHMENT D: TECHNICAL PROPOSAL FORM H
COMMERCIAL YARD WASTE COLLECTION VEHICLES

11. Manufacture and Model

A. Cab and Chassis _____
B. Body _____

12. Number of Vehicles

A. Currently Owned _____
B. Planned for Purchase _____

3. Cab and Chassis

A. Walk-in Cab _____ yes _____ no
B. Dual Drive _____ yes _____ no

4. Body

A. Rated Capacity _____ cubic yards
B. Practical or Net Capacity _____ cubic yards
C. Number of Bins/Compartments _____ cubic yards
D. Expected Material Density _____ lbs per cubic yard
(fully loaded)
E. Type of Body Loading _____
(front, rear, side load, etc.)
F. Direction and Type of Unloading _____
(rear hoist, rear extrusion, side, etc.)
G. Overall height when roof of _____
body is open

5. Will the vehicles be owned, leased or other?

6. Rate of Fuel Usage?

_____ miles per gallon

ATTACHMENT D: TECHNICAL PROPOSAL FORM I

**DESCRIPTIVE LISTING OF ALL EQUIPMENT AVAILABLE
IMMEDIATELY FOR USE IN THE PERFORMANCE OF THE
WORK OUTLINED**

YEAR

MODEL

LICENSE PLATE NUMBER

**EQUIPMENT CONTRACTOR WILL PURCHASE TO AUGMENT
ITS PRESENT EQUIPMENT IF AWARDED THE CONTRACT**

ATTACHMENT D: TECHNICAL PROPOSAL FORM J

VENDOR REFERENCE FORM

Provide a separate form for each Michigan community that your company provides single hauler services.

Community Name:	
Community Address:	
Community Contact Name:	
Contact Phone Number:	()
E-mail Address	

Describe Services Provided to This Community:

2008 Pricing For All Services Provided by Vendor to Community

ATTACHMENT D: TECHNICAL PROPOSAL FORM J

VENDOR REFERENCE FORM

Provide a separate form for each Michigan community that your company provides single hauler services.

Community Name:	
Community Address:	
Community Contact Name:	
Contact Phone Number:	()
E-mail Address	

Describe Services Provided to This Community:

2008 Pricing For All Services Provided by Vendor to Community

ATTACHMENT D: TECHNICAL PROPOSAL FORM J

VENDOR REFERENCE FORM

Provide a separate form for each Michigan community that your company provides single hauler services.

Community Name:	
Community Address:	
Community Contact Name:	
Contact Phone Number:	()
E-mail Address	

Describe Services Provided to This Community:

2008 Pricing For All Services Provided by Vendor to Community

ATTACHMENT D: TECHNICAL PROPOSAL FORM K

**EXCEPTIONS TO REQUEST FOR PROPOSALS
SPECIFICATIONS AND SERVICE AGREEMENT**

Proposers are to prepare the Cost Proposals forms based on the program specifications set forth in the Request for Proposals documents, without considering any exceptions that may be set forth on this form.

In the event the proposer takes exception to the Request for Proposals specifications they may set forth those exceptions in the following manner.

1. The exceptions are to be presented on a paper whose pages are titled, "Form K: Exceptions to Agreement.
2. Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the proposer in this Request for Proposals, that would take place if the exception was accepted by the City.
3. The exceptions must be followed with the following language without exception.

"Except as set forth above, proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the Request for Proposals including the attached agreement. The proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the agreement under whatever circumstances may develop other than as herein provided."

4. This form must be signed by an individual authorized to commit the proposer's firm to the agreement in the manner set forth below.

Signature _____

Name _____

Title: _____

Date: _____

Please note that if exceptions are taken, all required information, as set forth above must be submitted.

ATTACHMENT E: FORM A

DISPOSAL SITES FOR SOLID WASTE

Provide substantial evidence and information regarding the location of the solid waste disposal site(s) proposed to be utilized including principal owners, address, telephone number and descriptive explanation of contractual relationship between contractor and solid waste disposal site, i.e., landfill, incinerator, transfer station.

Provide an explanation of disposal site(s)' ability to guarantee capacity at the facility for City-delivered solid waste during the term of the contract. What is the contingency plan for continued waste disposal in the event of reduction in facility daily disposal capacity? Are any expansions expected?

What is the willingness to permit flexibility in volume of waste deliveries for disposal without punitive restrictions?

Describe the presence of any potential liability for existing pollution at the site.

Provide safety and environmental actions, including lawsuits and regulatory actions against disposal site.

ATTACHMENT E: FORM B

COMPOST SITES FOR YARD WASTE

Provide substantial evidence and information regarding the location of the compost site proposed to be utilized, including principal owners, address, telephone number and descriptive explanation of contractual relationship between contractor and compost site.

Describe requirements of the compost site for acceptance of yard waste/lawn debris; i.e., paper yard waste bags, branches and brush, woodchips, etc.

Provide an explanation of ability to guarantee capacity at the facility for the City's yard waste during the term of the contract. What is the contingency plan for continued yard waste composting in the event of reduction in facility daily disposal capacity? Are any expansions expected?

What is the willingness to permit flexibility in volume of yard waste deliveries for composting without punitive restrictions?

ATTACHMENT E: FORM C

RECYCLABLES PROCESSING

Provide substantial evidence and information regarding the location of the recyclables processing site proposed to be utilized, including principal owners, address, telephone number and descriptive explanation of contractual relationship between contractor and recyclables processing site.

Describe requirements of the recyclables processing and methods utilized for two-stream recycling.

Provide an explanation of ability to guarantee capacity at the facility for the City's recyclables during the term of the contract. What is the contingency plan for continued recyclables processing and marketing in the event of reduction in facility daily capacity? Are any expansions expected?

What is the willingness to permit flexibility in volume of recyclables deliveries without punitive restrictions?

**REQUEST FOR PROPOSALS FOR
SOLID WASTE, RECYCLING AND YARD
WASTE COLLECTION, TRANSPORTATION
AND DISPOSAL SERVICES
RFP-RH-08-023**

ATTACHMENT F

COST PROPOSAL FORMS AND CHECKLIST

Checklist:

- _____ **Cost Proposal – Weekly Collection, Transportation and Disposal of Solid Waste**
- _____ **Cost Proposal – Weekly Collection, Transportation and Disposal of Solid Waste With Individual Opt Out**
- _____ **Cost Proposal – Weekly Collection, Transportation and Disposal of Solid Waste With Subdivision Opt Out**
- _____ **Cost Proposal – Bi-Weekly Collection, Transportation and Disposal of Solid Waste**
- _____ **Cost Proposal – Bi-Weekly Collection, Transportation and Disposal of Solid Waste With Individual Opt Out**
- _____ **Cost Proposal – Bi-Weekly Collection, Transportation and Disposal of Solid Waste With Subdivision Opt Out**
- _____ **Cost Proposal – Weekly Collection, Transportation and Processing of Recyclables**
- _____ **Cost Proposal – Weekly Collection, Transportation and Processing of Recyclables With Individual Opt Out**
- _____ **Cost Proposal – Weekly Collection, Transportation and Processing of Recyclables With Subdivision Opt Out**
- _____ **Cost Proposal – Bi-Weekly Collection, Transportation and Processing of Recyclables**
- _____ **Cost Proposal – Bi-Weekly Collection, Transportation and Processing of Recyclables With Individual Opt Out**
- _____ **Cost Proposal – Bi-Weekly Collection, Transportation and Processing of Recyclables With Subdivision Opt Out**
- _____ **Cost Proposal – Weekly Collection, Transportation and Composting of Yard Waste**
- _____ **Cost Proposal – Weekly Collection, Transportation and Composting of Yard Waste With Individual Opt Out**
- _____ **Cost Proposal – Weekly Collection, Transportation and Composting of Yard Waste With Subdivision Opt Out**
- _____ **Cost Proposal – Bi-Weekly Collection, Transportation and Composting of Yard Waste**
- _____ **Cost Proposal – Bi-Weekly Collection, Transportation and**

- _____ **Composting of Yard Waste With Individual Opt Out**
- _____ **Cost Proposal – Bi-Weekly Collection, Transportation and**
- _____ **Composting of Yard Waste With Subdivision Opt Out**
- _____ **Cost Proposal – Special Unrouted Collections**
- _____ **Cost Proposal – Municipal Collection, Transportation and**
- _____ **Disposal of Solid Waste and Recyclables**
- _____ **Cost Proposal – Special Unrouted Collections**
- _____ **Cost Proposal – Senior Discount**
- _____ **Cost Proposal – Suspension of Services**
- _____ **Cost Proposal – Household Hazardous Waste Program**
- _____ **Cost Proposal – Program for Sale of Residential Curb Carts**
- _____ **Cost Proposal/Billing Plan – Billing Provided by City with**
- _____ **Data Supplied by Contractor**
- _____ **Cost Proposal/Billing Plan – Billing Provided by Contractor**

ATTACHMENT F
WEEKLY COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE
COST PROPOSAL FORM

Weekly Regular Solid Waste Collection, Transportation and Disposal - Curbside Excluding Recyclables and Yard Waste
 Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial (curbside and off- road pick-ups)					

Weekly Solid Waste Collection, Transportation and Disposal (Rear and/or Front Dumpster Type Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Recyclables and Yard Waste.
 Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others					

Container Rental. Unit Price represents monthly charge.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)
32 Gallon Garbage Can					
32 Gallon Garbage Cart					
45 Gallon Garbage Cart					
64 Gallon Garbage Cart					
96 Gallon Garbage Cart					
Specify Others:					

Dumpster Rental (Rear and/or Front Dumpster Type Container). Unit Price represents monthly charge.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Weekly Solid Waste Collection, Transportation and Disposal (Compactor Dumpster Type Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
2 Yard Container					
3 Yard Container					
4 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Dumpster (Compactor Dumpster Type Container) Rental. Unit price represents monthly charge

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)
2 Yard Container					
3 Yard Container					
4 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Weekly Solid Waste Collection, Transportation and Disposal (Roll-Off Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

Dumpster Rental (Roll-Off Container). Unit Price represents monthly charge.

TYPE	Unit Price -2009 (Monthly Charge)	Unit Price - 2010 (Monthly Charge)	Unit Price - 2011 (Monthly Charge)	Unit Price - 2012 (Monthly Charge)	Unit Price – 2013 (Monthly Charge)
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

For properties requiring multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes _____ No _____

If no, how would pricing be structured:

ATTACHMENT F
WEEKLY COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE
WITH INCLUSION OF ELECTIVE OPT OUT PROVISION FOR INDIVIDUAL PROPERTY OWNERS
COST PROPOSAL FORM

Weekly Regular Solid Waste Collection, Transportation and Disposal With Elective Opt Out Provision for Individual Property Owners - Curbside Excluding Recyclables and Yard Waste
 Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial (curbside and off- road pick-ups)					

Weekly Solid Waste Collection, Transportation and Disposal (Rear and/or Front Dumpster Type Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial With Elective Opt Out Provision for Individual Property Owners – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others					

Weekly Solid Waste Collection, Transportation and Disposal (Compactor Dumpster Type Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial With Elective Opt Out Provision for Individual Property Owners – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
2 Yard Container					
3 Yard Container					
4 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Weekly Solid Waste Collection, Transportation and Disposal (Roll-Off Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial With Elective Opt Out provision for Individual Property Owners – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

For properties requiring multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes_____ No_____

If no, how would pricing be structured:

ATTACHMENT F
WEEKLY COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE
WITH INCLUSION OF ELECTIVE OPT OUT PROVISION FOR SUBDIVISIONS
COST PROPOSAL FORM

Weekly Regular Solid Waste Collection, Transportation and Disposal With Elective Opt Out Provision for Subdivisions - Curbside
 Excluding Recyclables and Yard Waste

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial (curbside and off- road pick-ups)					

Weekly Solid Waste Collection, Transportation and Disposal (Rear and/or Front Dumpster Type Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial With Elective Opt Out Provision for Subdivisions – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others					

Weekly Solid Waste Collection, Transportation and Disposal (Compactor Dumpster Type Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial With Elective Opt Out Provision for Subdivisions – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
2 Yard Container					
3 Yard Container					
4 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Weekly Solid Waste Collection, Transportation and Disposal (Roll-Off Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial With Elective Opt Out Provision for Subdivisions – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

For properties requiring multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes_____ No_____

If no, how would pricing be structured:

ATTACHMENT F
BI-WEEKLY COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE
COST PROPOSAL FORM

Bi-Weekly Regular Solid Waste Collection, Transportation and Disposal - Curbside Excluding Recyclables and Yard Waste.
 Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial (curbside and off- road pick-ups)					

Bi-Weekly Solid Waste Collection, Transportation and Disposal (Rear and/or Front Dumpster Type Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Recyclables and Yard Waste.
 Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others					

Container Rental. Unit Price represents monthly charge.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)
32 Gallon Garbage Can					
32 Gallon Garbage Cart					
45 Gallon Garbage Cart					
64 Gallon Garbage Cart					
96 Gallon Garbage Cart					
Specify Others:					

Dumpster Rental (Rear and/or Front Dumpster Type Container). Unit Price represents monthly charge.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Bi-Weekly Solid Waste Collection, Transportation and Disposal (Compactor Dumpster Type Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Recyclables and Yard Waste. Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
2 Yard Container					
3 Yard Container					
4 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Dumpster (Compactor Dumpster Type Container) Rental. Unit price represents monthly charge

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)
2 Yard Container					
3 Yard Container					
4 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Bi-Weekly Solid Waste Collection, Transportation and Disposal (Roll-Off Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

Dumpster (Roll-Off Container) Rental. Unit Price represents monthly charge.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price – 2013
	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

For properties requiring weekly or multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes_____ No_____

If no, how would pricing be structured:

ATTACHMENT F
BI-WEEKLY COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE
WITH INCLUSION OF ELECTIVE OPT OUT PROVISION FOR INDIVIDUAL PROPERTY OWNERS
COST PROPOSAL FORM

Bi-Weekly Regular Solid Waste Collection, Transportation and Disposal With Elective Opt Out Provision for Individual Property Owners - Curbside Excluding Recyclables and Yard Waste

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial (curbside and off- road pick-ups)					

Bi-Weekly Solid Waste Collection, Transportation and Disposal (Rear and/or Front Dumpster Type Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial With Elective Opt Out Provision for Individual Property Owners – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others					

Bi-Weekly Solid Waste Collection, Transportation and Disposal (Compactor Dumpster Type Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial With Elective Opt Out Provision for Individual Property Owners – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
2 Yard Container					
3 Yard Container					
4 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Bi-Weekly Solid Waste Collection, Transportation and Disposal (Roll-Off Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial With Elective Opt Out Provision for Individual Property Owners – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

For properties requiring weekly or multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes _____ No _____

If no, how would pricing be structured:

ATTACHMENT F
BI-WEEKLY COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE
WITH INCLUSION OF ELECTIVE OPT OUT PROVISION FOR SUBDIVISIONS
COST PROPOSAL FORM

Bi-Weekly Regular Solid Waste Collection, Transportation and Disposal With Elective Opt Out Provision for Subdivisions - Curbside
 Excluding Recyclables and Yard Waste
 Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial (curbside and off- road pick-ups)					

Bi-Weekly Solid Waste Collection, Transportation and Disposal (Rear and/or Front Dumpster Type Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial With Elective Opt Out Provision for Subdivisions – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others					

Bi-Weekly Solid Waste Collection, Transportation and Disposal (Compactor Dumpster Type Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial With Elective Opt Out Provision for Subdivisions – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
2 Yard Container					
3 Yard Container					
4 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Bi-Weekly Solid Waste Collection, Transportation and Disposal (Roll-Off Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Recyclables and Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

For properties requiring weekly or multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes_____ No_____

If no, how would pricing be structured:

ATTACHMENT F
WEEKLY COLLECTION, TRANSPORTATION AND PROCESSING OF RECYCLABLES
COST PROPOSAL FORM

Weekly Recyclables Collection, Transportation and Processing - Curbside Excluding Yard Waste (Includes two containers as specified). Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial (curbside and off- road pick-ups)					

Weekly Recyclables Collection, Transportation and Processing for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Yard Waste. Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
90 Gallon Container					
14 Gallon Container					
18 Gallon Container					
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Dumpster Rental. Unit Price represents monthly charge.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)
90 Gallon Container					
14 Gallon Container					
18 Gallon Container					
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Weekly Recyclables Collection, Transportation and Processing (Roll-Off Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

Dumpster (Roll-Off Container) Rental. Unit Price represents monthly charge.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price – 2013
	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

For properties requiring multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes _____ No _____

If no, how would pricing be structured:

ATTACHMENT F
WEEKLY COLLECTION, TRANSPORTATION AND PROCESSING OF RECYCLABLES
WITH INCLUSION OF ELECTIVE OPT OUT PROVISION FOR INDIVIDUAL PROPERTY OWNERS
COST PROPOSAL FORM

Weekly Recyclables Collection, Transportation and Processing - Curbside Excluding Yard Waste With Inclusion of Elective Opt Out provision for Individual Property Owners (Includes two containers as specified). Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial (curbside and off- road pick-ups)					

Weekly Recyclables Collection, Transportation and Processing for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Yard Waste With Inclusion of Elective Opt Out Provision for Individual Property Owners. Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
90 Gallon Container					
14 Gallon Container					
18 Gallon Container					
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others					

Weekly Recyclables Collection, Transportation and Processing (Roll-Off Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Yard Waste With Inclusion of Elective Opt Out Provision for Individual Property Owners.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

For properties requiring weekly or multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes_____ No_____

If no, how would pricing be structured:

ATTACHMENT F
WEEKLY COLLECTION, TRANSPORTATION AND PROCESSING OF RECYCLABLES
WITH INCLUSION OF ELECTIVE OPT OUT PROVISION FOR SUBDIVISIONS
COST PROPOSAL FORM

Weekly Recyclables Collection, Transportation and Processing - Curbside Excluding Yard Waste With Inclusion of Elective Opt Out Provision for Subdivisions (Includes two containers as specified). Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial (curbside and off- road pick-ups)					

Weekly Recyclables Collection, Transportation and Processing for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Yard Waste With Inclusion of Elective Opt Out Provision for Subdivisions. Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
90 Gallon Container					
14 Gallon Container					
18 Gallon Container					
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others					

Weekly Recyclables Collection, Transportation and Processing (Roll-Off Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Yard Waste with Elective Opt Out provision for Subdivisions.
 Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

For properties requiring multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes _____ No _____

If no, how would pricing be structured:

ATTACHMENT F
BI-WEEKLY COLLECTION, TRANSPORTATION AND PROCESSING OF RECYCLABLES
COST PROPOSAL FORM

Bi-Weekly Recyclables Collection, Transportation and Processing - Curbside Excluding Yard Waste (Includes two containers as specified). Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial (curbside and off- road pick-ups)					

Bi-Weekly Recyclables Collection, Transportation and Processing for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Yard Waste. Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
90 Gallon Container					
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others					

Dumpster Rental. Unit Price represents monthly charge.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)
90 Gallon Container					
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others:					

Bi-Weekly Recyclables Collection, Transportation and Processing (Roll-Off Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Yard Waste.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

Dumpster (Roll-Off Container) Rental. Unit Price represents monthly charge.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price – 2013
	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)	(Monthly Charge)
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

For properties requiring weekly or multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes _____ No _____

If no, how would pricing be structured:

ATTACHMENT F
BI-WEEKLY COLLECTION, TRANSPORTATION AND PROCESSING OF RECYCLABLES
WITH INCLUSION OF ELECTIVE OPT OUT PROVISION FOR INDIVIDUAL PROPERTY OWNERS
COST PROPOSAL FORM

Bi-Weekly Recyclables Collection, Transportation and Processing - Curbside Excluding Yard Waste With Inclusion of Elective Opt Out Provision for Individual property Owners (Includes two containers as specified). Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial (curbside and off- road pick-ups)					

Bi-Weekly Recyclables Collection, Transportation and Processing for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Yard Waste With Inclusion of Elective Opt Out Provision for Individual Property Owners.
Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
90 Gallon Container					
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others					

Bi-Weekly Recyclables Collection, Transportation and Processing (Roll-Off Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Yard Waste With Inclusion of Elective Opt Out Provision for Individual Property Owners.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

For properties requiring weekly or multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes_____ No_____

If no, how would pricing be structured:

ATTACHMENT F
BI-WEEKLY COLLECTION, TRANSPORTATION AND PROCESSING OF RECYCLABLES
WITH INCLUSION OF ELECTIVE OPT OUT PROVISION FOR SUBDIVISIONS
COST PROPOSAL FORM

Bi-Weekly Recyclables Collection, Transportation and Processing - Curbside Excluding Yard Waste With Inclusion of Elective Opt Out Provision for Subdivisions (Includes two containers as specified). Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial (curbside and off- road pick-ups)					

Bi-Weekly Recyclables Collection, Transportation and Processing for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Yard Waste With Inclusion of Elective Opt Out Provision for Subdivisions. Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
90 Gallon Container					
2 Yard Container					
3 Yard Container					
4 Yard Container					
5 Yard Container					
6 Yard Container					
8 Yard Container					
Specify Others					

Bi-Weekly Recyclables Collection, Transportation and Processing (Roll-Off Container) for Apartments, Condominiums, Institutional, Municipal Buildings, Commercial, Office, Industrial – Excluding Yard Waste With Inclusion of Elective Opt Out Provision for Subdivisions.

Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
10 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					
Specify Others:					

For properties requiring weekly or multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes_____ No_____

If no, how would pricing be structured:

ATTACHMENT F
WEEKLY COLLECTION, TRANSPORTATION AND COMPOSTING OF YARD WASTE
COST PROPOSAL FORM

Weekly Yard Waste Collection, Transportation and Processing. Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial					
Institutional					
Municipal Buildings					
Office					
Industrial					

ATTACHMENT F
WEEKLY COLLECTION, TRANSPORTATION AND COMPOSTING OF YARD WASTE
WITH INCLUSION OF ELECTIVE OPT OUT PROVISION FOR INDIVIDUAL PROPERTY OWNERS
COST PROPOSAL FORM

Weekly Yard Waste Collection, Transportation and Processing With Inclusion of Elective Opt Out Provision for Individual Property Owners. Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial					
Institutional					
Municipal Buildings					
Office					
Industrial					

For properties requiring multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes _____ No _____

If no, how would pricing be structured:

ATTACHMENT F
WEEKLY COLLECTION, TRANSPORTATION AND COMPOSTING OF YARD WASTE
WITH INCLUSION OF ELECTIVE OPT OUT PROVISION FOR SUBDIVISIONS
COST PROPOSAL FORM

Weekly Yard Waste Collection, Transportation and Processing With Inclusion of Elective Opt Out Provision for Subdivisions. Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial					
Institutional					
Municipal Buildings					
Office					
Industrial					

For properties requiring multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes _____ No _____

If no, how would pricing be structured:

ATTACHMENT F
BI-WEEKLY COLLECTION, TRANSPORTATION AND COMPOSTING OF YARD WASTE
COST PROPOSAL FORM

Bi-Weekly Yard Waste Collection, Transportation and Processing. Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial					
Institutional					
Municipal Buildings					
Office					
Industrial					

For properties requiring weekly or multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes _____ No _____

If no, how would pricing be structured:

ATTACHMENT F
BI-WEEKLY COLLECTION, TRANSPORTATION AND COMPOSTING OF YARD WASTE
WITH INCLUSION OF ELECTIVE OPT OUT PROVISION FOR INDIVIDUAL PROPERTY OWNERS
COST PROPOSAL FORM

Bi-Weekly Yard Waste Collection, Transportation and Processing With Inclusion of Elective Opt Out Provision for Individual Property Owners. Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial					
Institutional					
Municipal Buildings					
Office					
Industrial					

For properties requiring weekly or multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes_____ No_____

If no, how would pricing be structured:

ATTACHMENT F
BI-WEEKLY COLLECTION, TRANSPORTATION AND COMPOSTING OF YARD WASTE
WITH INCLUSION OF ELECTIVE OPT OUT PROVISION FOR SUBDIVISIONS
COST PROPOSAL FORM

Bi-Weekly Yard Waste Collection, Transportation and Processing With Inclusion of Elective Opt Out Provision for Subdivisions.
 Unit Price shall represent cost per pick-up site.

TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial					
Institutional					
Municipal Buildings					
Office					
Industrial					

For properties requiring multiple pick-ups per week, would the proposed unit price be applicable for each pick-up?

Yes _____ No _____

If no, how would pricing be structured:

ATTACHMENT F
MUNICIPAL COLLECTIONS INCLUSIVE OF SOLID WASTE AND RECYCLABLES
COST PROPOSAL FORM

LOCATION/TYPE	Unit Price -2009	Unit Price - 2010	Unit Price - 2011	Unit Price - 2012	Unit Price – 2013
City Hall – 6 yard dumpster – 2 times per week pick-up					
City Hall – Recyclables – 4 yard dumpster – 1 time per week pick-up					
DPS Garage – 8 yard dumpster – 2 times per week pick-up					
DPS Garage –6 yard dumpster – 1 time per week pick-up					
DPS Garage – 30-yd roll off (on-call – delivery, haul, per ton)					
Fire Station #1 – 6 yard dumpster – 1 time per week					

LOCATION/TYPE	Unit Price – 2009	Unit Price – 2010	Unit Price 2011	Unit Price 2012	Unit Price 2013
Fire Station #2 – curbside – 1 time per week pick-up					
Fire Station #3 – curbside – 1 time per week pick-up					
Fire Station #4 – curbside – 1 time per week pick-up					
Fire Station #5 – curbside – 1 time per week pick-up					
Cemetery – 6 yd dumpster – 1 time per week pick-up					
Dairy Barn – 6 yd dumpster – 1 time per week pick-up					
Sheriff's Office – Two 6 yd dumpster- 2 times per week pick-up					
Spencer Park- Two 8 yd dumpster-2 times per week pick-up –6 mos. in Summer					

LOCATION/TYPE	Unit Price – 2009	Unit Price – 2010	Unit Price – 2011	Unit Price - 2012	Unit Price - 2013
Spencer Park – 8-yd dumpster (on-call)					
Borden Park - 8 yd dumpster-2 times per week pick-up –6 mos. in Summer					
Borden Park – 8-yd dumpster (on-call)					
Bloomer Park - 8 yd dumpster-2 times per week pick-up –6 mos. in Summer					
Bloomer Park – 8-yd dumpster (on-call)					
On-Call – 30 yd roll-off as needed					
On-Call – 20 yd roll-off as needed					
On-Call – 8 yd dumpster as needed					

ATTACHMENT F
SPECIAL UNROUTED COLLECTIONS
COST PROPOSAL FORM

Special Unrouted Collections

TYPE	\$ Per Hour -2009	\$ Per Hour - 2010	\$ Per Hour - 2011	\$ Per Hour - 2012	\$ Per Hour - 2013
Residential					
Apartments					
Condominiums					
Mobile Homes					
Commercial					
Institutional					
Municipal Buildings					
Office					
Industrial					

Provide an explanation on the method that time and cost will be calculated.

ATTACHMENT F
COST PROPOSAL FOR SENIOR DISCOUNT

1. Will Contractor provide a discount for senior residents (persons 65 and older)? Yes _____ No _____

2. If Yes, what is the percentage (%) of discount off the unit cost(s), inclusive of all types of services, for senior residents?
_____ %

3. If a senior discount is provided, will the discount affect the unit costs across the board for other property owners?
Yes _____ No _____

4. If Yes, provide an explanation of the specific effect on unit costs for other property owners.

ATTACHMENT F
COST PROPOSAL FOR SUSPENSION OF SERVICES

1. Will Contractor administer suspension and re-start of services for both long and short term periods (short term is less than 4 weeks; long term is more than 4 weeks)? Yes_____ No_____

Contractor may propose alternate definitions for long and short term periods.

Short Term: _____

Long Term: _____

2. If Yes, will a fee be imposed for both suspension and start-up? Yes_____ No _____

For Start-Up only? Yes_____ No_____

3. Fee for Both: Suspension Fee: \$_____

Start-Up Fee: \$_____

ATTACHMENT F
HOUSEHOLD HAZARDOUS WASTE PROGRAM AND COST PROPOSAL

Contractors shall provide a household hazardous waste program including collection, transportation and disposal and cost proposal based on cost per event. Contractor shall be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The contractor will assume all liability for household hazardous waste once collected. Identify any and all proposed subcontractors and proposed disposal site(s).

ATTACHMENT F

PROGRAM FOR SALE OF RESIDENTIAL CURB CARTS

Contractor may sell curbside refuse curb carts to property owners for curbside refuse collection. Terms of sale are between the contractor and property owners with the curb cart sales price determined as contractor's direct cost plus a 10% handling fee.

1. Provide a list of the styles and sizes of curb carts that the Contractor can make available for sale to property owners.
2. For each type of curb cart listed, provide Contractor's current direct cost.

ATTACHMENT F
BILLING PLAN AND COST PROPOSAL

BILLING TO BE PROVIDED BY CONTRACTOR

Contractors shall provide a billing plan and cost proposal based on unit cost per bill, including postage.

ATTACHMENT F
BILLING PLAN AND COST PROPOSAL

BILLING TO BE PROVIDED BY CITY WITH DATA SUPPLIED BY CONTRACTOR

Contractor shall provide a plan for supplying the City with billing data and any proposed costs.

Chapter 86. SOLID WASTE*

***Cross references:** Buildings and building regulations, ch. 18; environment, ch. 46; litter, § 46-61 et seq.; littering in parks, § 74-98; littering on trailways, § 74-204; disposal of trash on trailways, § 74-205; utilities, ch. 102.

State law references: Authority to regulate disposal of garbage and rubbish, MCL 123.361 et seq., 324.4301 et seq., MSA 5.2726(1) et seq., 13A.4301 et seq.; hazardous waste management, MCL 324.11101 et seq., MSA 13A.11101 et seq.; solid waste management, MCL 324.11501 et seq., MSA 13A.11501 et seq.; waste management and resource recovery finance, MCL 324.11901 et seq., MSA 13A.11901 et seq.; recycling and related subjects, MCL 324.16101 et seq., MSA 13A.16101 et seq.; disposal of medical waste, MCL 333.13801 et seq., MSA 14.15(13801) et seq.; Low-Level Radioactive Waste Authority Act, MCL 333.26201 et seq., MSA 14.528(362) et seq.

Article I. In General

Secs. 86-1--86-25. Reserved.

Article II. Commercial and Residential Refuse Control

Division 1. Generally

Sec. 86-26. Definitions.

Sec. 86-27. Purpose.

Sec. 86-28. Applicability.

Sec. 86-29. Inspections.

Sec. 86-30. Violation; nuisance.

Secs. 86-31--86-55. Reserved.

Division 2. Refuse Transporting Unit License

Sec. 86-56. Required.

Sec. 86-57. Application.

Sec. 86-58. Fee.

Sec. 86-59. Proof of insurance.

Sec. 86-60. Initial inspection.

Sec. 86-61. Issuance.

Sec. 86-62. Transferability; expiration.

Sec. 86-63. Denial.

Sec. 86-64. Revocation.

Secs. 86-65--86-90. Reserved.

Division 3. Operating Requirements for Licensed Refuse Transporters

Sec. 86-91. Waste-carrying portion of unit.

Sec. 86-92. Covering of unit and container.

Sec. 86-93. Condition of unit and container.

Sec. 86-94. Markings.

Sec. 86-95. Cleanliness of unit and container.

Sec. 86-96. Operation.

Sec. 86-97. Toxic and hazardous waste.

Sec. 86-98. Collection hours.

Secs. 86-99--86-125. Reserved.

Division 4. Owner or Occupant Responsibilities

Sec. 86-126. Storage of refuse.

Sec. 86-127. Placement for collection.

Sec. 86-128. Covers excluded at building or demolition site.

Sec. 86-129. Refuse storage containers.

Sec. 86-130. Depositing refuse on premises.

Secs. 86-131--86-155. Reserved.

Article III. Waste Hauling for Single-Family Residences

Division 1. Generally

Sec. 86-156. Definitions.

Sec. 86-157. Purpose.

Sec. 86-158. Applicability.

Sec. 86-159. Inspections.

Sec. 86-160. Violations.

Sec. 86-161. Disposal required.

Secs. 86-162--86-190. Reserved.

Division 2. Waste Hauling Unit License

Sec. 86-191. Required.
Sec. 86-192. Application.
Sec. 86-193. Fee.
Sec. 86-194. Evidence of ability.
Sec. 86-195. Proof of insurance.
Sec. 86-196. Initial inspection and recommendation.
Sec. 86-197. Issuance.
Sec. 86-198. Transferability; expiration.
Sec. 86-199. Denial.
Sec. 86-200. Revocation.
Secs. 86-201--86-225. Reserved.

Division 3. Operating Requirements for Licensed Waste Haulers

Sec. 86-226. Recycling containers.
Sec. 86-227. Educational and informational programs.
Sec. 86-228. Quarterly reports.
Sec. 86-229. Collection hours.
Sec. 86-230. Waste-carrying portion of unit.
Sec. 86-231. Condition of unit and container.
Sec. 86-232. Markings on units.
Sec. 86-233. Cleanliness of unit.
Sec. 86-234. Operation of unit.
Sec. 86-235. Toxic and hazardous waste.
Sec. 86-236. Yard clippings.
Secs. 86-237--86-265. Reserved.

Division 4. Owner or Occupant Responsibilities

Sec. 86-266. Storage of refuse.
Sec. 86-267. Containers standing for collection.
Sec. 86-268. Covers.
Sec. 86-269. Newspapers.
Sec. 86-270. Yard clippings.
Sec. 86-271. Ashes.
Sec. 86-272. Recyclable materials.
Secs. 86-273--86-300. Reserved.

Article IV. Composting Facilities

Division 1. Generally

Sec. 86-301. Definitions.
Sec. 86-302. Findings and purpose.
Sec. 86-303. Applicability.
Sec. 86-304. Person responsible for compliance.
Sec. 86-305. Violations.
Secs. 86-306--86-330. Reserved.

Division 2. License

Sec. 86-331. Required.
Sec. 86-332. Application.
Sec. 86-333. Specific site plan improvements required.
Sec. 86-334. Fees.
Sec. 86-335. Procedure and decision on application.
Sec. 86-336. Performance guarantee.
Sec. 86-337. Revocation for violation.
Secs. 86-338--86-365. Reserved.

Division 3. Operating Requirements

Sec. 86-366. Compliance.
Sec. 86-367. Fires.
Sec. 86-368. Debris on public roads.
Sec. 86-369. Drainage.
Sec. 86-370. Drifting and blowing material.
Sec. 86-371. Lights.
Sec. 86-372. Air pollution; odors.
Sec. 86-373. Noise.
Sec. 86-374. Vibration.
Sec. 86-375. Compostable material height.
Sec. 86-376. Security.
Sec. 86-377. Hours of operation.
Sec. 86-378. Standing water.
Sec. 86-379. Aerobic composting.
Sec. 86-380. Confinement of bagged material.
Sec. 86-381. Insect control.
Sec. 86-382. Contamination.

ARTICLE II. COMMERCIAL AND RESIDENTIAL REFUSE CONTROL*

***Cross references:** Businesses, ch. 22.

DIVISION 1. GENERALLY**Sec. 86-26. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means individuals, firms, partnerships, corporations or any political subdivisions of the state, including any governmental authority created by statute.

Ashes means the residue from the burning of wood, coal, coke or other combustible materials.

Commercial refuse means refuse resulting from nonresidential activities.

Disposable carton means, for purposes of sections 86-126 through 86-128, a carton or container of cardboard, wood, plastic, etc., which does not allow the contents to seep, leak or to be blown away from it.

Disposal area means a refuse transfer facility, incinerator, sanitary landfill, processing plant or any other refuse handling or disposal facility utilized in the disposal of refuse.

Domestic refuse means refuse resulting from residential activities.

Garbage means rejected food wastes, including waste accumulation of animal, fruit, or vegetable matter used or intended for food or that attend the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetable.

Health officer means the administrative officer appointed by the city council.

Refuse means solid wastes, except body wastes, and includes garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings and solid market and solid industrial wastes.

Refuse storage container means a container for the storage of refuse that is capable of being mechanically dumped into a refuse transporting unit.

Refuse transporting unit means a container that may be an integral part of a truck or any other piece of equipment used for the transportation of refuse on or by a motor vehicle or by rail.

Rubbish means nonputrescible solid wastes, excluding ashes, consisting of both combustible and noncombustible wastes, such as paper, cardboard, metal containers, yard clippings, wood, glass, bedding, crockery, demolished building material or litter of any kind that will be a detriment to the public health and safety.

Shopping center means property zoned B-1 or B-2 and having thereon more than three business establishments.

(Code 1976, § 3-07.02)

Cross references: Definitions generally, § 1-2.

Sec. 86-27. Purpose.

The storage, pickup and disposal of refuse shall be regulated and refuse transporting units shall be licensed and regulated pursuant to this article to protect the public health. Solid waste disposal services are provided to the residents of the city by licensing, as provided in this article, of refuse transporting units, which are used to pick up refuse from city residents.

(Code 1976, § 3-07.01)

Sec. 86-28. Applicability.

The storage, collection, removal, disposal, and transporting of refuse in the city shall be subject to this article, except this article shall not apply to nor regulate disposal areas as defined in section 86-26.

(Code 1976, § 3-07.03)

Sec. 86-29. Inspections.

(a) *Compliance.* The health officer shall make routine inspections and evaluations of refuse transporting units as often as necessary to ensure compliance with part 115 of Public Act No. 451 of 1994 (MCL 324.11501 et seq., MSA 13A.11501 et seq.) and this article.

(b) *Notice of deficiencies.* A written notice of any deficiencies, together with recommendations for their correction, shall be provided the licensee.

(Code 1976, § 3-07.05)

Sec. 86-30. Violation; nuisance.

Any disposal or collection of garbage or rubbish in the city in violation of any section of this article is declared to be a nuisance per se, and the city council may institute any appropriate action or proceedings in law or equity to prevent, restrain, correct or abate any such nuisance by any court of competent jurisdiction.

(Code 1976, § 3-07.07)

Secs. 86-31--86-55. Reserved.

DIVISION 2. REFUSE TRANSPORTING UNIT LICENSE*

*Cross references: Traffic and vehicles, ch. 98.

Sec. 86-56. Required.

(a) *Refuse transporting unit.* A refuse transporting unit shall be licensed and shall comply with all of the requirements of this article, if:

- (1) It is used for the transportation of refuse on or by a motor vehicle or by rail in or through the city.
- (2) The refuse is either picked up or disposed of in the city.

(b) *Owner, lessee or operator responsibility.* The owner, lessee and person having possession and/or control of a refuse transporting unit shall be responsible for applying for and maintaining a license and complying with the other sections of this article.

(c) *Private individual excluded.* A private individual may transport his own refuse in his own vehicle without being licensed.

(d) *Licensing for services to residents.* The city shall license a sufficient number of refuse transporting units to adequately provide solid waste disposal services to the city residents. Those refuse transporting units licensed for this purpose shall meet the requirements of this article.

(Code 1976, § 3-07.04.01)

Sec. 86-57. Application.

(a) *Form.* An application for a license for a refuse transporting unit shall be submitted to the city clerk on an application form to be furnished by the city.

(b) *Content.* The application shall state the make, model, and year of manufacture of the refuse transporting unit, as well as the capacity of the unit and such other information as is required on the application.

(c) *Filing date.* The application for a license shall be made before March 1 of each year.

(Code 1976, § 3-07.04.02)

Sec. 86-58. Fee.

The application for the license required by this division shall be accompanied by the license fee for the first refuse transporting unit and the license fee for each additional unit sought to be licensed as set forth in section 54-531. The fees shall be deposited to the general fund of the city.

(Code 1976, § 3-07.04.03; Ord. No. 410, § 1(1-08.01.04), 3-19-1997)

Sec. 86-59. Proof of insurance.

Before a license required under this division is issued to any applicant, the applicant shall secure and file with the city clerk certificates of proof of insurance insuring the applicant and his employees and/or agents or representatives for the statutory limits of worker's compensation, general comprehensive liability in the amount of at least \$100,000.00 per person and \$300,000.00 per occurrence, and automobile insurance covering both owned and nonowned vehicles against personal injury in the amount of at least \$100,000.00 per person and \$300,000.00 per occurrence, and property damage in the amount of at least \$50,000.00 for each vehicle upon which a refuse transporting unit shall be transported. The certificates or renewals thereof shall provide that the city shall be notified upon discontinuance or alteration of any such insurance coverage for any reason.

(Code 1976, § 3-07.04.04)

Sec. 86-60. Initial inspection.

The health officer shall complete an inspection of the refuse transporting unit to see that it is proper and hygienic according to this article and shall make a report on forms provided by the city, and the report shall include his findings and a recommendation relative to the license.

(Code 1976, § 3-07.04.05)

Sec. 86-61. Issuance.

Upon complying with all of the requirements for the issuance of a license required under this division, the city clerk shall assign a unit license number and shall issue a license and a license decal.

(Code 1976, § 3-07.04.06)

Sec. 86-62. Transferability; expiration.

The license issued pursuant to this division shall not be transferrable from one refuse transporting unit to another, and all licenses shall expire on the last day of February of each year.

(Code 1976, § 3-07.04.07)

Sec. 86-63. Denial.

(a) *Grounds.* If it is found the refuse transporting unit is not in compliance with the requirements of this article, a license shall not be issued for it.

(b) *Notice.* The applicant shall be notified in writing of the license denial and the reasons for the denial.

(c) *Hearing.* The applicant may request a hearing before the city council, if the applicant is aggrieved by such decision.

(Code 1976, § 3-07.04.08)

Sec. 86-64. Revocation.

(a) *Grounds.* Grounds for revocation of a license issued pursuant to this division shall be as follows:

(1) *Violation.* In addition to the right to recover the fines and penalties provided in this article, the city shall have the right, for any violation of this article, to revoke the license theretofore granted for such refuse transporting unit.

(2) *Transport unit not in compliance.* A refuse transporting unit license issued by the city may be revoked if, in the opinion of the health officer, the transferring unit is not in compliance with this article and part 115 of Public Act No. 451 of 1994 (MCL 324.11501 et seq., MSA 13A.11501 et seq.).

(b) *Notice.* Notice of a proposed revocation shall be served on the licensee, who may within a 15-day period request a hearing before the city council. Service may be made by personal service or by regular mail.

(Code 1976, § 3-07.04.09)

Secs. 86-65--86-90. Reserved.

DIVISION 3. OPERATING REQUIREMENTS FOR LICENSED REFUSE TRANSPORTERS*

*Cross references: Traffic and vehicles, ch. 98.

Sec. 86-91. Waste-carrying portion of unit.

The waste-carrying portion of a refuse transporting unit shall be a vehicle body or container designed to prevent the accidental discharge of refuse.

(Code 1976, § 3-07.06.04(A))

Sec. 86-92. Covering of unit and container.

A refuse transporting unit and a refuse storage container available to an individual for the deposit of refuse shall:

- (1) Have a suitable cover that will effectively prevent loss of refuse and will not be easily torn, shredded, or broken under normal use.
- (2) Be constructed with easily operated and preferably self-closing covers.

(Code 1976, § 3-07.06.04(B))

Sec. 86-93. Condition of unit and container.

A refuse transporting unit licensed under this article and a refuse storage container shall be kept in good repair or shall not be used.

(Code 1976, § 3-07.06.04(C))

Sec. 86-94. Markings.

(a) *License decal.* Upon issuance of a license pursuant to this article, a license decal:

- (1) Shall be issued for each refuse transportation unit.
- (2) Shall be prominently displayed at all times.
- (3) Shall be, if it is practical, displayed on the upper corner of the highway centerline of the refuse transporting unit.
- (4) May also be displayed at additional locations.
- (5) Shall be at least two inches in height and spaced to be legible from 50 feet.

(b) *Owner's name and address.* The name and address of the owner and lessee, if any, shall be prominently displayed on each refuse transporting unit.

(Code 1976, § 3-07.06.04(D))

Sec. 86-95. Cleanliness of unit and container.

A refuse transporting unit and a refuse storage container shall be cleaned at intervals frequent enough to maintain the unit in a sanitary condition and as free from disagreeable odor as possible to prevent a nuisance or vermin attraction. Wastewater generated from the cleaning operation shall be considered refuse and shall not be allowed to stand. It shall be disposed of in a sanitary sewer without delay.

(Code 1976, § 3-07.06.04(E))

Sec. 86-96. Operation.

- (a) *Loading.* A refuse transporting unit shall be loaded in a manner to minimize the spilling of materials.
- (b) *Accidental spillage.* Where accidental spillage does occur from a refuse transporting unit, the material shall be picked up by the operator or a designated agent as soon as possible and the area suitably cleaned.
- (c) *Parking during collection.* A refuse transporting unit, during the collection process, shall not be parked in a residential area longer than necessary to collect refuse, unless it is parked not less than 500 feet from adjacent residences.
- (d) *Closed while transporting.* A refuse transporting unit's openings shall be closed and doors or covers secured by an adequate latch or restraining mechanism to keep them closed while transporting refuse. The driver and licensee shall be responsible for the proper positioning of the cover. A special covering shall be used where conditions require control of odor, vermin, liquids, dust or smoke.
- (e) *Hot load or fire.* Where refuse is purposely dumped from a refuse transporting unit, due to a hot load or fire, the fire shall be immediately extinguished by the most effective means and the area properly cleaned as soon as is reasonably possible.
- (f) *Emptied in disposal area.* A refuse transporting unit, when transporting refuse, shall be emptied only in a disposal area approved by the city. An approved area may include a refuse processing plant, incinerator, sanitary landfill, refuse transfer station or other facility.
- (g) *Storage.* A refuse transporting unit shall not be parked, stored, or established at any location as to cause a hazard to health or at any residentially zoned location as to cause a hazard to health or at any residentially zoned location as to cause a nuisance.

(Code 1976, § 3-07.06.05)

Sec. 86-97. Toxic and hazardous waste.

A refuse transporting unit used for collection and transportation of toxic and hazardous waste shall be durable, enclosed, and leakproof and shall be constructed, loaded, moved, and unloaded in a safe manner, in compliance with the applicable rules and regulations of federal, state, and local governments and their regulatory agencies.

(Code 1976, § 3-07.06.06)

Sec. 86-98. Collection hours.

- (a) *Domestic refuse.* No domestic refuse shall be collected within the city, except between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.
- (b) *Commercial refuse.* No commercial refuse shall be collected within the city, except between the hours of 6:00 a.m. and 8:00 p.m., Monday through Saturday.

(Code 1976, § 3-07.06.07)

Secs. 86-99--86-125. Reserved.

DIVISION 4. OWNER OR OCCUPANT RESPONSIBILITIES**Sec. 86-126. Storage of refuse.**

- (a) *Containers.* Containers for the storage of refuse pursuant to this article shall comply with the following:

(1) *Garbage*. No person shall permit garbage to accumulate upon his premises, except in strong metal containers, which shall:

- a. Be rodentproof.
- b. Have a capacity of not more than 25 gallons or 50 pounds by weight, unless the container is a refuse storage container.
- c. Have tight covers, which shall be in place at all times except when garbage is being deposited or removed.

(2) *Rubbish*. On residential premises where refuse storage containers are not used, rubbish may be placed in metal containers, disposable cartons or plastic bags.

(3) *Refuse outside nonresidential building*. Whenever refuse storage containers are used and when there is storage or accumulation of refuse on other than residential premises, all refuse stored or accumulated outside of a building shall be stored or accumulated only in the refuse storage containers or the strong metal containers, as the case may be, with covers in place at all times except when refuse is being deposited or removed.

(b) *Accumulation*. Garbage shall not be allowed to accumulate more than ten days.

(Code 1976, § 3-07.06.01(A), (B))

Sec. 86-127. Placement for collection.

Refuse, including garbage, may be placed at the place for collection in plastic bags or disposable cartons, but shall not be left standing in that location for more than 24 hours.

(Code 1976, § 3-07.06.01(C))

Sec. 86-128. Covers excluded at building or demolition site.

No covers shall be required on containers used for refuse, except garbage, on sites for which a building or demolition permit has been issued and is outstanding.

(Code 1976, § 3-07.06.01(E))

Sec. 86-129. Refuse storage containers.

(a) *Identification*. The owner, lessee, and person having possession and/or control of a refuse storage container shall prominently display at all times the identity, address and phone number of the owner, lessee, and/or person having possession and/or control of the refuse storage container.

(b) *Use restricted*. No person other than the owner, lessee or his agents or employees shall dump, deposit, drop off, leave, or in any way place any refuse whatsoever in the area of or on the premises where any refuse storage container is located.

(Code 1976, § 3-07.06.02)

Sec. 86-130. Depositing refuse on premises.

(a) *Restriction*. The owners of all shopping centers shall post a warning against any person, other than the owner, lessee or their agents or employees, from dumping, depositing, dropping off, leaving, or in any way placing any garbage, rubbish, appliances, household goods, or any refuse whatsoever upon the premises.

(b) *Posting of warning.* The warning shall be posted in conspicuous places calculated to reasonably give notice against violations of this article.

(Code 1976, § 3-07.06.03)

Secs. 86-131--86-155. Reserved.

ARTICLE III. WASTE HAULING FOR SINGLE-FAMILY RESIDENCES**DIVISION 1. GENERALLY****Sec. 86-156. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means individuals, firms, partnerships, corporations, or any political subdivisions of the state, including any governmental authority created by statute.

Ashes means the residue from the burning of wood, coal, coke, or other combustible materials.

Commercial refuse means refuse resulting from nonresidential activities.

Compostable bag or container means a bag or other container that is capable of being broken down into humus in the process of composting.

Director means the director of the city's building department.

Disposable carton means a carton or container of cardboard, wood, plastic, or other disposable material which does not allow the contents to seep, to leak or to be blown away from it.

Disposal area means a refuse transfer facility, sanitary landfill, processing plant, or any other refuse handling or disposal facility utilized in the disposal of refuse.

Domestic refuse means refuse resulting from residential activities.

Garbage means rejected food wastes, including waste accumulation of animal, fruit, or vegetable matter used or intended for food or that attend the preparation, use, cooking, dealing in, or storing of meat, fish, fowl, fruit, or vegetables.

Hazardous waste means any material or substance which, because of its composition or characteristics, is:

- (1) Hazardous waste, as defined in the Solid Waste Disposal Act, 41 USC 6901 et seq., as amended, replaced, or superseded, and the regulations implementing the act;
- (2) Material, the disposal of which is regulated by the Toxic Substance Control Act, 15 USC 2601 et seq., as amended, replaced, or superseded, and the regulations implementing the act;
- (3) Special nuclear or byproducts material within the meaning of the Atomic Energy Act of 1954; or
- (4) Hazardous waste, as defined in part 115 of Public Act No. 451 of 1994 (MCL 324.11501 et seq., MSA 13A.11501 et seq.) and as identified in administrative rules promulgated pursuant to the provisions of the act by the director of the department of natural resources.

If any governmental agency or unit having appropriate jurisdiction shall determine that any substances or materials are hazardous or harmful to health when processed at a system facility, such substances or materials shall be deemed "hazardous waste" for purposes of this article.

Recyclable materials means clear, brown, and green glass; metal containers; numbers 1 and 2 plastic; and newsprint designated for separation, collection, and disposal as recyclable materials.

Refuse means solid wastes, except body wastes, including garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings, and solid market and solid industrial wastes.

Refuse storage container means a container for the storage of refuse that is capable of being mechanically dumped into a waste hauling unit.

Rubbish means nonputrescible solid wastes, excluding ashes, consisting of both combustible and noncombustible wastes, such as paper, cardboard, metal containers, yard clippings, wood, glass, bedding, crockery, demolished building materials, or litter of any kind that will be a detriment to the public health and safety.

Single-family residence or *single-family residential unit* means single-family detached residential structures, residential condominium units that may be attached or detached, and mobile homes as designated by the director of the city's building department that have curbside pickup of solid waste. The term "single-family residence" or "single-family residential unit" does not include any residential unit that utilizes a community dumpster for disposal of solid waste.

Solid waste means garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings, solid commercial and solid industrial waste, and animal waste.

Waste hauler means any person providing services for the curbside collection, transportation, delivery, and disposal of solid waste, recyclable materials, and/or yard clippings generated within the city.

Waste hauling unit means a container that may be an integral part of a truck or any other piece of equipment used for the transportation of solid waste, recyclable materials, and/or yard clippings on or by a motor vehicle or by rail.

Yard clippings means fallen leaves, cut grass, lake weeds, or other organic debris that can be converted to humus.

(Code 1976, § 3-14.02)

Cross references: Definitions generally, § 1-2.

Sec. 86-157. Purpose.

(a) The storage, pickup, and disposal of solid waste, recyclable material, and yard clippings shall be regulated as provided in this article to protect the public health.

(b) Separation of recyclable materials and yard clippings by occupants of single-family residential units within the city and the collection and delivery of recyclable materials and yard clippings for recycling and composting promotes the welfare and health of the residents of the city, reduces the need for landfilling and incineration, and provides valuable resources for new products and soils.

(Code 1976, § 3-14.01)

Sec. 86-158. Applicability.

The storage, collection, separation, recycling, removal, disposal, and transporting of solid waste, recyclable material, and yard clippings from single-family residences in the city shall be subject to this article.

(Code 1976, § 3-14.03.01)

Sec. 86-159. Inspections.

(a) *Compliance.* The director shall make routine inspections and evaluations of waste hauling units as often as necessary to ensure compliance with all applicable federal and state laws, statutes, rules and regulations in the collection, transportation, delivery, and disposal of solid waste, recyclable materials, and yard clippings and of this article and all other sections of this Code.

(b) *Notice of deficiencies.* A written notice of any deficiencies, together with recommendations for their correction, shall be provided the licensee.

(Code 1976, § 3-14.05)

Sec. 86-160. Violations.

(a) *Nuisance and abatement.* Any disposal or collection of solid waste, recyclable materials, or yard clippings from single-family residential units in the city in violation of any section of this article is declared to be a nuisance per se, and the city council may institute any appropriate action or proceedings in law or equity to prevent, restrain, correct, or abate any such nuisance by any court of competent jurisdiction.

(b) *Penalties.* Penalties for violations shall be as follows:

(1) *Single-family residences.* All violations of this article by owners or occupants of single-family residences pertaining to refuse and yard clippings collected or generated on the property of the single-family residence shall be misdemeanors and upon conviction thereof, shall be punishable by a fine of \$25.00.

(2) *Waste haulers.* Penalties for violations by waste haulers shall be as follows:

a. All violations of this article by waste haulers shall be punishable by a sentence as provided in subsection 1-16(b).

b. Repeated violations of this article by a waste hauling unit shall be cause for suspension or revocation of a waste hauling unit license.

(3) *Each day separate offense.* Each day that a violation occurs or continues shall be deemed a separate offense.

(Code 1976, § 3-14.08)

Sec. 86-161. Disposal required.

No person shall dispose of any solid waste, recyclable material, or yard clippings generated at a single-family residence within the city other than by a licensed waste hauling unit. Notwithstanding this section, a person may transport solid waste from his own premises for the purpose of disposing of such solid waste at a licensed disposal area approved by the state department of natural resources.

(Code 1976, § 3-14.06.02)

Secs. 86-162--86-190. Reserved.

DIVISION 2. WASTE HAULING UNIT LICENSE**Sec. 86-191. Required.**

(a) *Waste hauling unit.* A waste hauling unit shall be licensed and shall comply with all of the requirements of this article if it is to pick up or dispose of refuse, recyclable material, or yard clippings curbside in the city.

(b) *Owner, lessee and operator responsibility.* The owner, lessee, and person having possession and/or control of a waste hauling unit shall be responsible for applying for and maintaining a license and complying with the other sections of this article.

(c) *Private individual excluded.* A private individual may transport his own refuse in his own vehicle without being licensed.

(d) *Licensing for services to residents.* The city shall license a sufficient number of waste hauling units to adequately provide solid waste disposal, recycling, and yard clipping collection services to the residents of the city. Those waste hauling units licensed for this purpose shall meet the requirements of this article.

(Code 1976, § 3-14.04.01)

Sec. 86-192. Application.

- (a) *Form.* An application for a license for a waste hauling unit shall be submitted to the city clerk on an application form to be furnished by the city.
- (b) *Content.* The application shall state the make, model, and year of manufacture of the waste hauling unit, as well as the capacity of the unit and such other information as is required on the application.
- (c) *Filing date.* The application for a license shall be made before March 1 of each year.

(Code 1976, § 3-14.04.02)

Sec. 86-193. Fee.

The application for the license required under this division shall be accompanied by a license fee for the first waste hauling unit and for each additional unit sought to be licensed as provided in section 54-532. The fees shall be deposited to the city's general fund.

(Code 1976, § 3-14.04.03; Ord. No. 410, § 1(1-08.02.09), 3-19-1997)

Sec. 86-194. Evidence of ability.

Before a license is issued to any applicant as provided in this division, the applicant shall provide evidence to the director or his representative of the applicant's ability to comply with the terms of this article. Such evidence shall include but not be limited to the following:

- (1) References regarding the past experience of the applicant in furnishing collection, recycling, and disposal services. Such experience shall include a minimum of 12 months' experience as a waste hauler performing all aspects of curbside collection, including rubbish, recyclables, and/or yard clipping materials.
- (2) A guarantee of solid waste disposal capacity in an approved sanitary landfill or other facility for the duration of the license term.
- (3) Identification of disposal sites proposed for recyclable materials and yard clippings and proof of their capacity to properly recycle, compost, or otherwise dispose of recyclable materials and yard clippings in accordance with this article.
- (4) Any proof of involvement in other areas of solid waste collection and disposal of recyclable materials, including waste reduction and marketing of recyclables, and yard clippings.

(Code 1976, § 3-14.04.04)

Sec. 86-195. Proof of insurance.

- (a) Before a license is issued to any applicant under this division, the applicant shall secure and file with the city clerk certificates of proof of insurance insuring the applicant and his employees and/or agents or representatives for the statutory limits of worker's compensation, general comprehensive liability in the amount of at least \$100,000.00 per person and \$300,000.00 per occurrence, automobile insurance covering both owned and nonowned vehicles against personal injury in the amount of at least \$100,000.00 per person and \$300,000.00 per occurrence, and property damage in the amount of at least \$50,000.00 for each vehicle upon which a waste hauling unit shall be transported.
- (b) The certificates or renewals thereof shall provide that the city shall be notified upon discontinuance or alteration of any such insurance coverage for any reason.

(Code 1976, § 3-14.04.05)

Sec. 86-196. Initial inspection and recommendation.

The director shall complete an inspection of the waste hauling unit to see that it is proper and hygienic according to this article and shall make a report on forms provided by the city. The report shall include his findings and a recommendation relative to the license.

(Code 1976, § 3-14.04.06)

Sec. 86-197. Issuance.

Upon complying with all of the requirements for issuance of a license required under this division, the city clerk shall assign a unit license number and shall issue a license and license decal.

(Code 1976, § 3-14.04.07)

Sec. 86-198. Transferability; expiration.

The license issued under this division shall not be transferable from one waste hauling unit to another, and all licenses shall expire on the last day of February of each year.

(Code 1976, § 3-14.04.08)

Sec. 86-199. Denial.

(a) *Grounds.* If it is found that the waste hauling unit is not in compliance with the requirements of this article, a license shall not be issued for it.

(b) *Notice.* The applicant shall be notified in writing of the license denial and the reasons for the denial.

(c) *Hearing.* The applicant may request a hearing before the city council, if the applicant is aggrieved by such decision.

(Code 1976, § 3-14.04.09)

Sec. 86-200. Revocation.

(a) *Grounds.* Grounds for revocation of a license issued under this division shall be as follows:

(1) *Violation.* In addition to the right to recover the fines and penalties provided in this article, the city shall have the right, for any violation of this article, any other section of this Code or any applicable federal and state laws, statutes, rules and regulations as they may pertain to collection, transportation, delivery, and disposal of solid waste, recyclable materials, and yard clippings in the city, to revoke the license theretofore granted for such waste hauling unit.

(2) *Noncompliance.* A waste hauling unit license issued by the city may be revoked if, in the opinion of the director, the hauling unit is not in compliance with this article, all other sections of this Code and all applicable federal and state laws, statutes, rules and regulations as they may pertain to collection, transportation, delivery, and disposal of solid waste, recyclable materials and yard clippings in the city and such noncompliance is part of a continuing pattern indicating that such noncompliance is willful.

(b) *Notice.* Notice of a proposed revocation shall be served on the licensee, who may within a 15-day period request a hearing before the city council. Service may be made by personal service or by regular mail.

(Code 1976, § 3-14.04.10)

Secs. 86-201--86-225. Reserved.

DIVISION 3. OPERATING REQUIREMENTS FOR LICENSED WASTE HAULERS*

***Cross references:** Traffic and vehicles, ch. 98.

Sec. 86-226. Recycling containers.

Waste haulers shall provide readily identifiable recycling containers at the customer's request. A waste hauler may require a security deposit prior to providing the customer with a recycling container and/or may charge an additional fee for the use of such recycling container.

(Code 1976, § 3-14.06.01(F))

Sec. 86-227. Educational and informational programs.

(a) Waste haulers shall develop and implement a public relations campaign to inform and educate customers about the importance of the resource recovery components of solid waste collection programs.

(b) Waste haulers shall inform their customers in writing of currently authorized recyclable materials and authorized containers whenever there is a change in the currently authorized recyclable materials and authorized containers.

(c) In addition, waste haulers shall distribute to their customers, after commencement of service and thereafter no less often than annually, appropriate educational materials on reasons for waste reduction, mulching, home composting, recycling and composting; the benefits of such alternative methods of disposal; and how to participate in recycling and/or composting.

(d) A copy of all educational materials distributed to homeowners shall be filed with the city clerk.

(e) All educational material shall be printed on recycled materials.

(Code 1976, § 3-14.06.02(H))

Sec. 86-228. Quarterly reports.

Licensed waste haulers shall file with the city clerk quarterly reports on or before March 1, June 1, September 1, and December 1 of each year, stating all of the following:

- (1) Total volume and location of disposal sites of recyclable materials collected and hauled from residences in the city in the preceding quarter;
- (2) Total amount of payment received for such recyclable materials in the preceding quarter;
- (3) Total volume and location of disposal sites of yard clippings collected and hauled from residences in the city in the preceding quarter; and
- (4) A current standard fee schedule. The requirement that a current standard fee schedule be provided shall not prohibit a waste hauler from charging a lesser amount to any customer or groups of customers.

(Code 1976, § 3-14.06.02(G))

Sec. 86-229. Collection hours.

No domestic solid waste, recyclable materials, or yard clippings shall be collected from single-family residences within the city, except between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.

(Code 1976, § 3-14.06.05)

Sec. 86-230. Waste-carrying portion of unit.

The waste-carrying portion of a waste hauling unit shall be a vehicle body or container designed to prevent the accidental discharge of refuse.

(Code 1976, § 3-14.06.02(A))

Sec. 86-231. Condition of unit and container.

A waste hauling unit licensed under this article and a refuse storage container shall be kept in good repair or shall not be used.

(Code 1976, § 3-14.06.02(B))

Sec. 86-232. Markings on units.

(a) *Decal.* Upon issuance of a license pursuant to this article, a license decal:

- (1) Shall be issued for each waste hauling unit.
- (2) Shall be prominently displayed at all times by each waste hauling unit.
- (3) Shall be, if it is practical, displayed on the upper corner of the highway centerline side door of the waste hauling unit.
- (4) May also be displayed at additional locations.
- (5) Shall be at least two inches in height and spaced to be legible from 50 feet.

(b) *Owner's name and address.* The name and address of the owner and lessee, if any, shall be prominently displayed on each waste hauling unit.

(Code 1976, § 3-14.06.02(C))

Sec. 86-233. Cleanliness of unit.

A waste hauling unit shall be cleaned at intervals frequent enough to maintain the unit in a sanitary condition and as free from disagreeable odor as possible to prevent a nuisance or vermin attraction. Wastewater generated from the cleaning operation shall be considered refuse and shall not be allowed to stand. It shall be disposed of in a sanitary sewer without delay.

(Code 1976, § 3-14.06.02(D))

Sec. 86-234. Operation of unit.

- (a) *Loading.* A waste hauling unit shall be loaded in a manner to minimize the spilling of materials.
- (b) *Accidental spillage.* Where accidental spillage does occur from a waste hauling unit, the material shall be picked up by the operator or a designated agent as soon as possible and the area suitably cleaned.
- (c) *Parking during collection.* A waste hauling unit, during the collection process, shall not be parked in a residential area longer than necessary to collect refuse, unless it is parked not less than 500 feet from adjacent residences.
- (d) *Doors and covers closed while transporting.* A waste hauling unit's openings shall be closed and doors or covers secured by an adequate latch or restraining mechanism to keep them closed while transporting refuse. The driver and licensee shall be responsible for the proper positioning of the cover. A special covering shall be used where conditions require control of odor, vermin, liquids, dust or smoke.
- (e) *Hot load or fire.* Where refuse is purposely dumped from a waste hauling unit, due to a hot load or fire, the fire shall be immediately extinguished by the most effective means and the area properly cleaned as soon as is reasonably possible.
- (f) *Emptied only in approved disposal area.* A waste hauling unit, when transporting refuse, shall be emptied only in a disposal area approved by the state department of natural resources. An approved area may include a refuse processing plant, sanitary landfill, refuse transfer station or other facility.
- (g) *Noxious storage prohibited.* A waste hauling unit shall not be parked, stored, or established at any location as to cause a hazard to health or at any residentially zoned location as to cause a nuisance.

(Code 1976, § 3-14.06.03)

Sec. 86-235. Toxic and hazardous waste.

A waste hauling unit shall not knowingly collect or deliver toxic or hazardous waste to a processing or disposal site.

(Code 1976, § 3-14.06.04)

Sec. 86-236. Yard clippings.

- (a) *Separation and delivery.* A waste hauling unit transporting waste from a single-family residence shall keep yard clippings separated and shall deliver them to proper disposal areas for composting.
- (b) *Improperly separated materials.* Improperly separated materials shall be treated as follows:
- (1) The waste hauler shall not pick up solid waste, recyclable materials, and/or yard clippings that have not been separated as required in this section.
 - (2) The waste hauler shall place a tag upon such unseparated or improperly separated solid waste, recyclable materials and/or yard clippings, informing the customer of the mandatory requirement that all solid waste, recyclable materials, and/or yard clippings be properly separated.

(Code 1976, § 3-14.06.02(E), (F))

Secs. 86-237--86-265. Reserved.

DIVISION 4. OWNER OR OCCUPANT RESPONSIBILITIES

Sec. 86-266. Storage of refuse.

(a) *Garbage and rubbish.* For the purpose of this article, garbage and rubbish shall be stored as follows:

(1) *Accumulation.* Except as otherwise provided, no person shall permit garbage and/or rubbish to accumulate upon his premises, except in plastic bags, disposable cartons, or in strong metal or plastic containers.

(2) *Containers.* If containers are used, they shall:

a. Be rodentproof and watertight.

b. Have a capacity of not more than 50 pounds by weight, unless they are on wheels and compatible with equipment of the licensed waste hauler servicing the property.

c. Have tight covers, which shall be in place whenever such containers are placed for collection or located out-of-doors, except when garbage is being deposited or removed.

d. Be kept in a clean and sanitary condition at all times.

(b) *Maximum accumulation period.* Garbage shall not be allowed to accumulate more than ten days.

(Code 1976, § 3-14.06.01(A), (B))

Sec. 86-267. Containers standing for collection.

(a) Under this article, refuse, including garbage, may be deposited at the place for collection in plastic bags, disposable cartons, or metal or plastic containers, but shall not be left standing in the location for more than 24 hours.

(b) Recycling containers and yard clippings shall be placed on collection day at the street or authorized location, but shall not be left standing in the location for more than 24 hours.

(Code 1976, § 3-14.06.01(C))

Sec. 86-268. Covers.

(a) *Securing.* When plastic containers are used for mixed solid waste pursuant to this article, tops shall be secured to prevent paper or debris from spilling or otherwise escaping from the containers. Paper bags shall not be permitted, except to hold newspapers.

(b) *Exclusions for building or demolition sites.* No covers shall be required on containers used for refuse, except garbage, on a site for which a building or demolition permit has been issued and is outstanding.

(Code 1976, § 3-14.06.01(D))

Sec. 86-269. Newspapers.

Under this article, stacks of newspapers may be placed at the street in a container, in a paper bag, or bundled with string.

(Code 1976, § 3-14.06.01(E))

Sec. 86-270. Yard clippings.

(a) Except as provided in this article, all yard clippings shall be placed in specially designated bags or containers.

(b) If placed in disposable bags or containers, such bags or containers shall be compostable bags or

containers.

(c) If permitted by the waste hauler, small tree limbs, two inches or less in diameter, may be collected only if cut into lengths not to exceed three feet and tied securely into bundles not to exceed three feet in girth.

(Code 1976, § 3-14.06.01(G))

Sec. 86-271. Ashes.

Under this article, containers for ashes shall be of sturdy construction, made of metal, and shall have adequate handles to prevent spillage.

(Code 1976, § 3-14.06.01(H))

Sec. 86-272. Recyclable materials.

(a) *Separation.* Under this article, separation of recyclable materials shall be in accordance with the following:

(1) *Generally.* The occupant of any single-family residence in the city shall separate recyclable materials and place them in properly marked containers at the street on normal refuse pickup days as established by contract with a licensed waste hauler.

(2) *Yard clippings.* The occupants of any single-family residence who dispose of yard waste shall separate yard clippings from solid waste and prepare them for pickup as established by contract with a licensed waste hauler.

(b) *Ownership.* At the time any recyclable material is placed at curbside or another predetermined collection point, it shall become the joint property of the waste hauler and the generator of such recyclable material. It shall be a violation of this article for any person not authorized by the waste hauler or the generator of the recyclable material to collect or pick up or to cause to be collected or picked up any such recyclable materials.

(c) *Other disposal.* Notwithstanding the requirements of this section, any person who is a generator of recyclable materials may donate or sell recyclable materials to any recycling program lawfully operated for profit, nonprofit, or charitable purposes. The buyer or receiver of such recyclable materials, however, if not a licensed waste hauling unit, shall not pick up recyclable materials from the street or any other collection point in the city.

(Code 1976, § 3-14.07)

Secs. 86-273--86-300. Reserved.

ARTICLE IV. COMPOSTING FACILITIES**DIVISION 1. GENERALLY****Sec. 86-301. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aerobic composting means the process of biologically decomposing organic matter in an environment with oxygen present.

Anaerobic composting means the process of biologically decomposing organic matter in an environment with little or no oxygen present.

Carbonaceous compostable material means the portion of the compostable material stream consisting primarily of carbon content, including leaves, straw, hay, wood chips, sawdust, cornstalks, or other typically brown material.

Compostable material means leaves, grass clippings, brush, wood or wood byproducts, Christmas trees or wreaths, lumber and wood pallets that are ground or shredded, vegetable prunings, garden waste, yard waste, and any other material intended to be processed at a composting facility.

Composting means the process by which biological decomposition of organic solid matter is carried out under controlled aerobic conditions and which stabilizes the organic fraction into a material that can easily and safely be stored, handled, and used in an environmentally acceptable manner.

Composting facility means a publicly or privately owned site where compostable materials are processed, applying composting technology, over an area exceeding one-quarter acre. Processing may include physical turning, windrowing, aeration, or other mechanical handling of organic matter. For purposes of this article, the term "composting facility" does not include premises where compostable materials naturally grown on the same premises are composted.

Curing means the last stage of composting that occurs after much of the readily metabolized material has decomposed. It provides for additional stabilization and pathogen destruction via soil-dwelling microorganisms.

Curing area means an area where organic material that has undergone the rapid initial stage of composting is further stabilized into a humuslike material, typically by allowing piled material to simply remain untouched for a month or more.

Leafate means the liquid that has come in contact with or percolated through yard clippings and thereby has extracted dissolved and suspended material.

Nitrogenous yard wastes means the portion of the yard waste stream consisting primarily of nitrogen content, including grass clippings or other typically green material.

Operator means the person responsible for the operation of a composting facility.

(Code 1976, § 4-15.02)

Cross references: Definitions generally, § 1-2.

Sec. 86-302. Findings and purpose.

The city council finds that, although there is a public need for the establishment and operation of composting facilities to reduce dependence on landfills, the operation of composting facilities, if not properly controlled or regulated, can cause significant odor, noise, insect, rodent, debris, visual and other nuisances which may adversely affect the use

and enjoyment of nearby properties and the health, welfare, and safety of city residents. Therefore, the purpose of this article is to require a license, to establish requirements for a license, and to regulate composting facilities in the city.

(Code 1976, § 4-15.01)

Sec. 86-303. Applicability.

This article shall apply to all composting facilities located in the city.

(Code 1976, § 4-15.03)

Sec. 86-304. Person responsible for compliance.

The operator of a composting facility and the owner of the site shall be responsible for complying with the requirements of this article and all other applicable local, state and federal laws, provisions, and regulations and sections of this Code.

(Code 1976, § 4-15.07)

Sec. 86-305. Violations.

A separate offense shall be deemed committed on each day during or when a violation of this article occurs or continues.

(Code 1976, § 4-15.08)

Secs. 86-306--86-330. Reserved.

DIVISION 2. LICENSE

Sec. 86-331. Required.

No person shall operate a composting facility in the city except under and in accordance with an annual license issued by the city council.

(Code 1976, § 4-15.04.01)

Sec. 86-332. Application.

The operator of a composting facility shall submit to the city planning department an application for a license containing the following information:

- (1) The full name and address of any party having a property interest in the composting facility site, identifying the party's legal interest. Proof of such legal interest shall be provided.
- (2) A detailed and full legal description of the property where the facility is to be operated.
- (3) A topographical survey map at a scale of one inch equals 100 feet, showing existing and proposed grades on a two-foot contour interval. Such map shall be prepared and sealed by a civil engineer or land surveyor, registered as such by the state.

- (4) A site plan prepared in conformance with the applicable requirements of section 138-141, which requirements are incorporated in this article by reference. The site plan shall depict all areas where composting activities will be conducted and all improvements to be made.
- (5) A detailed statement as to what procedures will be followed and what methods and equipment will be used to ensure that:
 - a. There will be a sufficient supply of oxygen to keep the process aerobic.
 - b. Sufficient airspace and permeability will be provided so as to have an adequate supply of oxygen available to the composted materials.
 - c. The bacteriological action will not exceed 70 degrees Celsius.
 - d. Sufficient air movement to carry away excess moisture will be provided.
 - e. There will be adequate turning of the materials being composted.
- (6) Details of any similar operations carried on by the operator, and the operator's training and experience in composting.
- (7) Source of compostable materials.
- (8) Estimated types and quantities of materials to be delivered to the composting facility in weight and volume, including documentation that carbonaceous compostable material will be available on site prior to the introduction of nitrogenous yard wastes.
- (9) The type and daily number of vehicles to be used in the proposed operations quantified by season.
- (10) Identification of access roads, on-site roads, grades for proper drainage and any special draining devices, fencing, any existing or proposed structures on site, and any existing and proposed utilities.
- (11) An environmental impact statement and a statement concerning trees and/or other vegetation as required by section 138-142.
- (12) A statement which specifies in detail the proposed use of the land after the composting operation is completed.
- (13) If the compostable materials are to be delivered to the facility in bags, a statement describing the type of bag that will be used and when the compostable materials will be removed from the bags.
- (14) A statement as to what will be done with the finished compost once composting has been completed.
- (15) Such other pertinent information as the city council may require.

(Code 1976, § 4-15.04.02)

Sec. 86-333. Specific site plan improvements required.

In addition to all other applicable requirements for a site plan, as specified in this division and in section 138-141, a site plan for a composting facility shall conform to and shall include and depict the following:

- (1) *On-site roads.* All on-site roads shall be constructed with concrete or asphalt paving and shall be designed and constructed so that traffic will flow smoothly and will not be interrupted by inclement weather.
- (2) *Setbacks.* Active composting operations and storage of compostable materials shall not take place closer than 150 feet from any boundary of the composting facility site. The setback from active composting operations shall be increased to 500 feet from the boundary of any land where a residential use takes place.
- (3) *Operations area.* Areas of the composting facility used for composting operations shall meet or exceed the minimum ratio of one acre per every 3,500 cubic yards of compostable material. In addition,

adequate space, which shall meet or exceed the minimum ratio of one acre for every four acres used for composting operations, shall be required for equipment storage and for staging, curing, and storage areas.

(4) *Topography.* The composting facility site shall be graded to provide an adequate drainage pattern for runoff, as well as protection to adjoining properties from stormwater runoff. No composting operations or storage of compostable material shall take place on hills or inclined surfaces or on surfaces that do not provide sufficient stability, in all weather, for heavy equipment used in the composting operation.

(5) *Fence and visual screening.* The composting facility shall be fenced around the perimeter with a cyclone fence of at least six feet in height. A berm or landscaping shall also be installed around the perimeter to shield the composting facility and operation from the view of any public right-of-way or nearby residential land uses.

(6) *Compost pad.* Composting operations and storage of compostable materials shall take place on a prepared pad. The surface of the pad shall be capable of withstanding wear and tear from normal operations and shall allow for year round operations. Unless soils are sufficiently permeable to not allow standing water, the pad shall be graded at a minimum of 1 1/2 percent slope to minimize ponding of water where composting material is received, processed, composted, cured or stored.

(7) *Access.* Access to a composting facility shall be gained only from a major thoroughfare with a planned right-of-way of at least 120 feet. The city council may waive this requirement if access is onto a paved road and the use of that road will not unreasonably interfere in the use of nearby properties.

(8) *Stormwater runoff.* All stormwater runoff generated during mixing or composting which is collected shall be reintroduced into the compost pile, directed to a sanitary sewer if permitted, or transported by a liquid industrial waste hauler who is properly licensed under the Michigan Liquid Waste Haulers Act. Such leafate shall be considered to be a high-strength biochemical oxygen demand (BOD) solution, subject to site-specific testing which shall not exceed the allowable limits for stormwater discharge as contained in federal and state law if discharged into a surface water body.

(Code 1976, § 4-15.04.03)

Sec. 86-334. Fees.

(a) *Application fee.* At the time of filing the application for the license required by this division, a nonrefundable application fee as provided in section 54-533 shall be paid for the processing of the application by the city.

(b) *Annual license fee.* Before the issuance of a license for any annual renewal, the composting facility operator shall pay an annual license fee to the city as provided in section 54-533.

(c) *Other fees.* Fees for public hearings, plan review, or any necessary land use approval shall be paid in the amounts established for such services in other applicable sections of this Code.

(Code 1976, § 4-15.04.04; Ord. No. 410, § 1(1-08.02.22), 3-19-1997)

Sec. 86-335. Procedure and decision on application.

(a) *Hearing and referral by planning commission.* Before the granting of a license by the city council for any composting facility or for any additional area of a facility not previously under a license, the planning commission shall hold a public hearing in accordance with the procedure and requirements of subsection 138-1306(b) and shall make findings and recommendations as to whether the granting of the license, as proposed, would:

- (1) Detrimentially affect the use, enjoyment or value of adjoining properties; and
- (2) Be consistent with the existing land uses and character and expected development of the surrounding area.

(b) *Basis for issuance of license.* The city council shall authorize the issuance of a license only if it finds that

the granting of the license will:

- (1) Not create a nuisance to nearby residents and property owners, which nuisance shall be defined as any activity or composting that creates odors or insect, dust, noise or other annoyance which either constantly or occasionally unreasonably interferes in the comfortable enjoyment of life or property.
- (2) Not be injurious to the public health, safety, and welfare of the city and its residents.
- (3) Be in compliance with all the requirements and standards of this article and other applicable provisions, standards, and regulations of this Code.
- (4) Not have a significant adverse impact on the existing character or expected future development of the surrounding neighborhood, nor unreasonably reduce the value of nearby property.

(c) *Duration, expiration and renewal.* After referral to the planning commission and receipt of its recommendation and after considering all the available facts and circumstances, the city council may issue a license for a period of up to one year. The license shall expire on March 15 of each year and may be renewed annually by the city council without further public hearing.

(d) *Conditions attached by council.* Conditions may be attached by the council as follows:

- (1) *Grant of authority.* The city council may attach such conditions to the granting of the license under this section that the city council deems necessary to ensure that the intent and purpose of this article will in all respects be observed.
- (2) *Violation.* Any violation of a condition attached to the license shall be construed as a violation of this article and shall give rise to the penalties provided in this article and, further, shall be grounds for revocation of the license.

(e) *Approval of changes in operation.* The operator shall submit a written request to the city council for approval of changes to the original plans, specifications, reports and methods of operation submitted with a license application. No such change shall be implemented until city council approval has been obtained.

(Code 1976, § 4-15.04.05)

Sec. 86-336. Performance guarantee.

(a) *Required.* The operator of a compost facility shall post a cash deposit, bank letter of credit, surety bond or other security satisfactory to the city council naming the city as the beneficiary or obligee thereof in an amount of \$5,000.00 per acre of the area approved for composting determined by the city council to be reasonably necessary to guarantee compliance with the requirements of this article.

(b) *Conditions.* Conditions of the performance guarantee shall be as follows:

- (1) *Guarantee of compliance.* The performance guarantee shall guarantee compliance with this article and any license conditions and, further, that the operation will be carried out according to the approved plans and specifications.
- (2) *Guarantee of work performance.* The performance guarantee shall further guarantee the performance of whatever work needs to be done to prevent contamination of the groundwater or surface water and/or environment during operations and for five years after the completion of the composting operation.
- (3) *Forfeiture of performance guarantee.* Upon the neglect or failure of the operator to perform the obligations guaranteed by the performance guarantee, the city may use the proceeds to the extent necessary to bring the facility into compliance with this article.

(c) *Noncompliance enforcement.* By filing an application, the owner and operator shall be deemed to have granted permission to the city and its agents and contractors to enter the property and to use the performance guarantee proceeds.

(Code 1976, § 4-15.05)

Sec. 86-337. Revocation for violation.

(a) *Notice of violation.* The mayor may, in his discretion, notify the owner and operator in writing of any violation of the license and/or this article.

(b) *Failure to abate violation.* Upon failure of the owner or operator, after the mailing or delivery of the notice, to abate the violation within a reasonable time as determined by the mayor, considering the nature of the violation and attendant circumstances, the composting facility may be summarily closed by the mayor and the license suspended upon the mayor determining the violation and circumstances justify such action, pending a hearing, considering nuisances created and the effect on nearby residents and properties. As an alternative or if the violation does not justify a summary closure of the site, the mayor may give notice of a hearing before the city council. After the hearing, the city council may abate any nuisance or violation by a summary closure or by suspending or revoking the license.

(c) *Hearing request.* Any owner or operator aggrieved by any notice sent by the mayor pursuant to this section may request a hearing before the city council. The request shall be made in writing and delivered to the city clerk. The request must set forth why the composting facility should not be summarily closed and the license not suspended or revoked.

(d) *Action pending hearing.* In any case, if the city council determines the operation of the composting facility is in violation of this article and such violation is detrimental to the health, welfare, or safety of the city or its residents, the city council may summarily suspend the license, but shall grant a hearing upon request as provided in subsection (c) of this section.

(e) *Hearing.* If a request for a hearing is received, the city council shall hold a hearing within seven days and may after the hearing, if it determines the nuisance created or the violation unreasonably interferes with the use and comfortable enjoyment of nearby properties, institute or continue a license suspension, revoke the license, or take such other action as appears appropriate under the circumstances.

(Code 1976, § 4-15.04.06)

Secs. 86-338--86-365. Reserved.

DIVISION 3. OPERATING REQUIREMENTS**Sec. 86-366. Compliance.**

(a) *Generally.* The operation of any composting facility shall at all times comply with this division.

(b) *Site plan and license.* The operator of a composting facility shall be responsible for and shall conduct the composting operation and storage of compostable material in full compliance with the approved site plan, license approval, and any conditions attached to the license.

(c) *State and federal standards.* Composting facility operations shall be conducted in accordance with current federal and state environmental protection agency (EPA) standards and criteria, including but not limited to air and water quality standards.

(Code 1976, §§ 4-15.06.01, 4-15.06.10)

Sec. 86-367. Fires.

No fires or open burning shall be permitted at a composting facility, and all reasonable precautions shall be taken to prevent combustion from taking place.

(Code 1976, § 4-15.06.02)

Sec. 86-368. Debris on public roads.

(a) *Prevention.* The operator of the composting facility shall take whatever steps are necessary to prevent the tracking onto any public road from the site of any mud, dirt, clay, refuse, etc.

(b) *Obligation to clean.* If mud, dirt, clay, refuse, etc., is carried or tracked onto a public road from the composting facility, the operator shall promptly clean the road, weather conditions permitting. In any case, the operator shall not leave any such mud, dirt, etc., on a public road beyond the end of any working day.

(c) *Notice from city.* If notified during a working day by the city of a condition which requires cleaning, the matter shall be taken care of within one hour, weather permitting.

(d) *Violations.* If a nuisance or hazardous condition is left after a working day or not cleaned up within one hour after receiving a request from the city, and weather does not prevent the cleanup, the city may issue a citation for the violation of this section due to the allowance of the condition to remain on the public road and charge the operator with the cost thereof, which may be collected in any court having jurisdiction.

(Code 1976, § 4-15.06.03)

Sec. 86-369. Drainage.

Natural drainage at a compost facility shall not be blocked, diverted, or altered in such a manner as to cause the natural water to flow onto adjacent property or to flow in a different course or rate of flow upon leaving the composting facility, unless an application is made and a land improvement permit is issued by the city pursuant to plans which provide for drainage flow that will not be detrimental to surrounding properties.

(Code 1976, § 4-15.06.04)

Sec. 86-370. Drifting and blowing material.

The drifting or airborne transmission beyond the property line of the compost facility of dust, particles, or debris from any stockpile, working areas, or storage areas shall be unlawful and shall be summarily abated.

(Code 1976, § 4-15.06.05)

Sec. 86-371. Lights.

Any exterior lighting of the compost facility shall be directed or shielded so that it will not shine through any bedroom window and shall be arranged as far as practical to direct light away from any residential use. No more than one footcandle of light shall cross a lot line five feet above the ground in a residential district.

(Code 1976, § 4-15.06.06)

Sec. 86-372. Air pollution; odors.

No composting facility shall cause the presence in the outdoor atmosphere of air contaminants in quantities or characteristics and under conditions and circumstances and of duration that are or can become injurious to human health or welfare, to animal life, to plant life or to property, or that unreasonably interfere with the comfortable enjoyment of life and property.

(Code 1976, § 4-15.06.07)

Sec. 86-373. Noise.

(a) The level of noise at any compost facility shall not exceed the following decibel levels at the common property line when adjacent to the following types of uses:

TABLE INSET:

Noise Level (db)	Adjacent Use
65	Residential
75	Commercial
75	Industrial and other

(b) The noise level shall be measured using a weighted decibel measurement (referenced to 20 micropascals) and with a type of audio output meter approved by the U.S. Bureau of Standards. Additionally, noises that may be objectionable due to intermittence, beat, frequency, or shrillness shall be muffled so as not to become a nuisance to adjacent uses.

(Code 1976, § 4-15.06.08)

Sec. 86-374. Vibration.

All machinery and equipment at a compost facility shall be so mounted and operated as to prevent transmission of ground vibration exceeding a displacement of 0.003 of one inch measured at any property line of its source.

(Code 1976, § 4-15.06.09)

Sec. 86-375. Compostable material height.

No compostable material at a compost facility shall be placed, stored or maintained in windrows, piles, or sheets higher than seven feet.

(Code 1976, § 4-15.06.11)

Sec. 86-376. Security.

Fencing around the perimeter of the compost facility and any visual barrier shall be maintained as originally approved, and gates shall be kept locked at all times when the facility is closed in order to prevent trespassing and unauthorized dumping.

(Code 1976, § 4-15.06.12)

Sec. 86-377. Hours of operation.

Composting facility operations shall be restricted to 7:00 a.m. to 8:00 p.m., Monday through Saturday. No composting operations shall be permitted on Sundays or legal holidays, except as necessary to remedy odor or other nuisances.

(Code 1976, § 4-15.06.13)

Sec. 86-378. Standing water.

Standing water shall not be allowed to collect around compost windrows of a compost facility.

(Code 1976, § 4-15.06.14)

Sec. 86-379. Aerobic composting.

A composting facility shall be designed and operated for aerobic composting only and as provided for in the plan required by section 86-332. Anaerobic composting shall not be permitted, and composting facilities shall be operated in a manner that prevents anaerobic composting from occurring.

(Code 1976, § 4-15.06.15)

Sec. 86-380. Confinement of bagged material.

Any area of the compost facility used for unloading bagged compostable material shall be confined with a barrier at least 12 feet high in order to prevent bagging or other debris from leaving the unloading area. Any area where compostable material is removed from bags or shredded while in bags shall be confined by a 12-foot-high barrier.

(Code 1976, § 4-15.06.16)

Sec. 86-381. Insect control.

Appropriate precautionary and control measures shall be taken at all times in the compost facility so that insects and flies caused by or related to the composting operation or compostable materials shall not leave the composting facility.

(Code 1976, § 4-15.06.17)

Sec. 86-382. Contamination.

Leachate and leafate shall be controlled so that it does not leave the composting facility, and the contamination of soils and surface waters and groundwaters due to toxic substances in compostable material, degradation of toxic substances in compostable material during composting, leaching of toxic substances during and after the composting process, or concentrations of toxic constituents in finished compost shall be monitored and prevented.

(Code 1976, § 4-15.06.18)

Chapters 87--89 RESERVED

PRODUCER

ABE INSURANCE AGENCY
123 MAIN STREET
SOMEWHERE, U.S.A.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A MAJOR INSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

INSURED

DEF CONSTRUCTION COMPANY
456 MAIN STREET
SOMEWHERE, U.S.A.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: CO LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE (MM/DD/YY), POLICY EXPIRATION DATE (MM/DD/YY), LIMITS. Rows include General Liability, Automobile Liability, Garage Liability, Excess Liability, and Worker's Compensation.

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Additional Insured: General Liability & Vehicle Liability: The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

CERTIFICATE HOLDER

CITY OF ROCHESTER HILLS
1000 ROCHESTER HILLS DRIVE
ROCHESTER HILLS, MICHIGAN 48309

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, WITH A STATEMENT OF THE REASON THEREFOR.

AUTHORIZED REPRESENTATIVE

(SIGNED)

ATTACHMENT I
**SAMPLE SOLID WASTE, YARD WASTE AND RECYCLING
COLLECTION, TRANSPORTATION AND DISPOSAL SERVICES
CONTRACT**

THIS CONTRACT is made and entered into this _____, 2008, by and between the City of Rochester Hills, a municipal corporation, with offices located at 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 (hereinafter called "City") and _____, a corporation registered in the State of Michigan, with offices located at _____, _____, Michigan _____, (hereafter called "Contractor").

WHEREAS, City has determined that contracting for solid waste, yard waste and recycling collection, transportation and disposal services is in the public interest;

WHEREAS, City has request proposals for qualified companies interested in performing solid waste, yard waste and recycling collection, transportation and disposal services for the City;

WHEREAS, the proposal of the Contractor has been received and determined by the City to be the most responsive proposal received at the best services value for the estimated costs;

WHEREAS, representatives of the City and the Contractor have met to negotiate the detailed terms of this Contract contained herein;

WHEREAS, the City desires to contract for the services; and

WHEREAS, the Contractor is willing to provide those services; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

1. Definitions. The terms used within this Contract shall be defined according to the definitions contained in Attachment A: "Program Definitions".
2. Contractor's Obligations. Contractor agrees to furnish solid waste, yard waste and recycling collection, transportation and disposal services to the City for the initial contract term beginning January 1, 2009 and continuing to and including December 31, 2013 unless earlier terminated. The City and the Contractor may extend the contract for an additional five (5) year term. Contractor's request for an extension shall be submitted to the City nine month prior to the current expiration date. Granting requests for contract extension shall be at the sole discretion of the City and shall not be contestable or appealable by the Contractor. If the City agrees to accept the extension,

such extension shall be approved at least six months prior to the current expiration date.

All services shall be rendered in strict conformance with this Contract, the attached Contract documents (which specify additional terms and conditions related to the furnishing of the services) and the attachments hereto, which are made a part of this Contract. The Contract Documents include the Request for Proposals, Performance and Labor and Material Bonds, Certificates of Insurance, this Contract and any supplements or changes to these documents agreed by the parties. The Contractor shall furnish all labor, vehicles, tools, equipment, materials, buildings and lands, unless otherwise specified and shall perform all of the work called for and described in the Contract Documents relating to the collection, transportation and disposal of solid waste, yard waste and recyclables in the City. Contractor shall comply with any applicable regulations promulgated by the City regarding these services.

The services to be provided by the Contractor are detailed in Attachment B: "Contractors Services Specifications".

3. Compensation. For services satisfactorily provided to the City under this Contract, City agrees to pay the Contractor in accordance with the Contractor's proposal in the time and manner set forth in the Request for Proposals. The Contractor acknowledges that the prices set forth in its proposal includes the disposal costs with the exception of the current seven cents per cubic yard landfill surcharge as included in Public Act No. 153 of 2003, Section 11525a. The Contractor has not included the seven cents per cubic yard in its disposal cost bid but shall pass through and collect the surcharge as part of the Contractor's monthly bill on the basis of the monthly volume of solid waste landfilled times the seven cents per cubic yard. For the purpose of converting tons to cubic yards, the contractor shall assume 2.55 cubic yards per ton of solid waste collected and landfilled.

The Contractor shall submit monthly invoices to the City.

4. Furnishing of Proposed Routes; Notification of Rejected Refuse. Contractor shall adhere to the established routes and days of collection as designated by the City. Requested route changes shall be submitted in writing at least sixty (60) days in advance to the City's program manager or his designee. Contractor shall obtain final approval in writing for proposed route change from the City's program manager or his designee. Route changes shall not be unreasonably denied, except that the regular solid waste, yard waste, recyclables and bulky items/white goods collections shall be performed on the same day. Notice of route changes shall be furnished to the affected property owners by the Contractor at no expense to the City in advance of the proposed change after approval by the City. In addition, Contractor shall provide the

City with prompt notice as to addresses where refuse was rejected for collection due to non-compliance with the terms of this contract.

5. Licenses. Contractor shall obtain at its own expense any licenses required by the federal, state or local governments necessary to operate the equipment and perform the work required by this contract. Employees and subcontractors of the Contractor shall be properly trained and have all licenses and endorsements required by federal, state and local laws in order to operate the equipment and vehicles utilized in the performance of this contract.
6. Vehicles. The Contractor shall submit for approval a list of all vehicles intended to be used in providing the services required by this contract, and once approved, shall not be changed without the approval of the City's program manager or his designee. Each vehicle shall be equipped with radio communication between vehicles and a base station. Contractor's field supervisor(s) shall have a compatible mobile telephone available at all times to communicate with the City's program manager or his designee. All vehicles and equipment utilized by the Contractor in the performance of the services under this contract shall be kept in good repair and operating order, leak-proof, and clean and free of objectionable odors. All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety and appearance and subject to approval or rejection by the City's program manager or his designee at any time. Rejected equipment must be replaced or repaired by the Contractor within a reasonable time stated by the City's program manager or his designee.
7. Employees. Contractor shall take reasonable precautions in the selection of its employees and subcontractors assigned to do work under this contract to ensure their honesty, courtesy, abilities and fitness. All of Contractor's employees shall wear approved uniforms and identification. Adequate supervision meeting the requirements of the Contract Documents shall be furnished by the Contractor over employees and subcontractors at all times while they are working within the City. Contractor agrees to reassign any employee or subcontractor who, in the reasonable judgment of the City, is violating this provision or any other provision of this contract. No person under the age of sixteen (16) years shall be employed or engaged under this contract. No person whose age or physical condition is such to make such person's employment dangerous to his health or safety or to the health or safety of others shall be employed under this contract, provided that this shall not operate against the employment of physically handicapped persons otherwise employable where such persons may be safely assigned to work which they are able to perform.
8. Nondiscrimination Against Persons with Disabilities. Contractor agrees that it, nor its subcontractors will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or

privileges of employment or a matter directly or indirectly related to employment because of disabilities as defined in the Persons with Disabilities Civil Rights Act, that is related to such person's ability to perform the duties of a particular job or position. Any fines or penalties for violations of any laws, ordinances, or regulations relating to such matters shall be the sole responsibility of the Contractor.

9. Elliott-Larsen Civil Rights Act. Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to such persons hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to that employment because of such person's race, color, religion, national origin, ancestry, age, height, weight, gender (sex) and marital status.
10. Equipment Storage Yard and Maintenance Building. Prior to commencement of work under this contract, Contractor shall provide evidence that an approved equipment storage yard and maintenance building is available to service the collection vehicles during the term of this contract. If located within the City, Contractor shall show evidence that such facility complies with all applicable ordinances.
11. Complaints. All complaints made by residents, commercial, office or industrial establishments, apartments and condominium complexes, churches, schools or other institutions regarding the collection and removal of solid waste, recyclables or yard waste/lawn debris shall be received and investigated by the Contractor. A written report of the resolution of such complaint shall be returned to the City within twenty-four (24) hours. Complaints shall be resolved on a daily basis. If the City determines the Contractor is at fault and the complaint justified, the Contractor shall at its own expense take remedial action acceptable and satisfactory to the City.
12. Compliance with Applicable Laws. Contractor, its employees and agents shall, during the term of this contract, comply with all applicable federal, state and local laws, rules, regulations or orders pertaining to the activities and work which is the subject of this contract.

The Contractor shall pay all Federal, State and local taxes including, but not limited to property taxes, sales taxes, social security taxes, income taxes and fees, which may be chargeable against the labor, material, equipment, real estate or any other items necessary in the performance of this contract, except for: (1) additional fees that are imposed upon the Contractor by Federal or State legislation enacted following the effective date and (2) exceptions otherwise noted.

13. Compliance with Environmental Laws. Contractor, its employees, subcontractors and agents shall, during the term of this contract, comply with

all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, the Toxic Substances Act of 1976, the Emergency Planning and Community Right-to-Know Act of 1986, the Clean Air Act of 1966, as amended, the National Environmental Policy Acts of 1975, the Natural Resources and Environmental Protection Acts, and all rules, regulations and guidance documents promulgated or published thereunder, and any federal, state, regional, county or local statutes, laws, rules, regulations or ordinances relating to public health, safety or the environment.

14. Disposal Site. The Contractor shall dispose of all solid waste, yard waste or recyclables collected at an appropriate location determined by the Contractor and approved by the City in compliance with all applicable laws.
15. Waiver/Indemnity.
 - a. Responsibility for Waste. Contractor shall be responsible for waste after it is loaded into the Contractor's collection vehicles.
 - b. Waiver. The Contractor for itself, its successors and assigns further releases, waives, discharges and covenants not to sue the City, its officers, employees, agents and elected officials, successors and assigns from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorney's fees and including claims for injury or death, on account of injury to the person or equipment of the Contractor resulting directly or indirectly from the performance of the work above referred to, however caused, including but not limited to, the negligence of the City.
 - c. Indemnity. To the fullest extent permitted by law, Contractor expressly agrees to indemnify, defend and hold the City harmless against all claims, suits, damages, expenses, costs, attorney fees, losses and liabilities arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from Contractor's performance of this Contract or collection, transportation or disposal of materials, based upon any act or omission, negligent or otherwise, of Contractor or any employee, subcontractor or other person acting on Contractor's behalf in connection with or incident to this contract or the work to be performed hereunder.

Contractor's obligation to indemnify, hold harmless and defend the City shall survive the expiration or termination of this Contract. By entering this Contract, the parties do not waive any immunities provided by law.

16. Insurance Requirements. The Contractor shall secure and keep in force during the entire term of this Contract, and any renewal or extension, the insurance coverages specified below. The Contractor shall not commence work under this contract until it has obtained the insurance required under this action. All coverages and bonds shall be with insurance carriers licensed and admitted to do business in Michigan and acceptable to the City. If any insurance is written with a deductible or self-insured retention, the Contractor shall be solely responsible for the deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be construed to be fulfillment of the Contractor's indemnification obligation to the City.
 - a. Worker's Compensation Insurance. The Contractor shall procure and maintain during the term of this contract Work's Compensation Insurance and Employer's Liability Insurance in accordance with all applicable statutes of the State of Michigan.
 - b. Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence" basis with limits of liability not less than \$5,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - (1) Contractual Liability
 - (2) Products and Completed Operations with limits not less than \$5,000,000
 - (3) Independent Contractors Coverage
 - (4) Broad Form General Liability Extensions or equivalent
 - c. Motor Vehicle Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance including Michigan No-Fault Coverages for all vehicles used in the performance of the contract. Limits of liability shall not be less than \$5,000,000 per occurrence and/or aggregate combined single limit Bodily Injury and Property Damage. The Limits of Liability shall not be less than \$5,000,000 per occurrence and/or aggregate combined single limit Bodily Injury and Property Damage when the Contractor is using a transfer station.

- d. Pollution Liability Insurance. The Contractor shall obtain coverage for the duration of this contract for pollution legal liability (environmental impairment liability) including investigation and legal defense, for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed. Such insurance must provide coverage for both on-site and off-site cleanup costs and cover gradual and sudden pollution. Coverage shall contain a per contract aggregate endorsement. (Coverage limits to be determined.)
 - e. Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance shall include an endorsement stating the following shall be additional insureds: “The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.
 - f. Cancellation Notice. Workers Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.”
 - a. Self Insurance. The City reserves the right to waive the insurance requirements set forth in this contract if the Contractor provides evidence on an annual basis of an established self-insurance program satisfactory to the City protecting against liabilities required to be assumed by Contractor under this contract. The Contractor must maintain a self-insurance program satisfactory to the City or secure and maintain the insurance set forth in this contract during the entire term of the contract.
17. Proof of Insurance. The Contractor shall provide the City at the time the contracts are returned by him for execution, a Certificate of Insurance evidencing the required coverages and endorsements. The Contractor shall provide to the City upon written request a certified copy of any insurance policy required under this contract.

18. Performance Guarantee.
 - a. Performance Bond. The Contractor whose proposal is accepted, shall furnish at its own expense prior to execution of this Contract, a performance bond in the amount of \$500,000.
 - b. Labor and Materials Bond. The Contractor shall furnish at its own expense prior to execution of this contract, a labor and materials payment bond in the amount of \$500,000.
 - c. Form of Bonds. All bonds shall be an insurance company or surety licensed and admitted to do business in the State of Michigan and acceptable to the City.
 - d. Default. Should the Contractor fail, neglect or refuse to perform its duties under the contract or shall otherwise be in default under the terms of the Contract, the City may immediately notify the bonding company. Due to the nature of the services being provided under this contract, the City may take whatever steps necessary to dispose of refuse until the surety provides an acceptable alternative. All costs incurred by the City due to the default of the Contractor, including attorney fees, shall be paid to the City by the bonding company based upon invoices submitted by the City on a monthly basis. The cost so incurred by the City shall be paid by the bonding company for the remaining period of the contract from the date of default.
19. Full Parent Guarantee. The Contractor shall provide an executed Full Parent Guarantee to the City in the form included herein, as a condition precedent to the performance of work and receipt of compensation as provided for in this contract.
20. Default/Termination. Except in the case of repeated defaults, the City shall provide written notice to the Contractor specifying the failure in order to give the Contractor an opportunity to cure the default. The City may terminate this contract prior to its expiration date upon twenty-four (24) hours written notice to the Contractor upon the occurrence of any of the following events of default:
 - a. The failure by the Contractor to fulfill its obligations in a timely and proper manner in accordance with this contract.
 - b. The failure by the Contractor to perform any material covenants, agreements, terms or obligations set forth in this contract.
 - c. The Contractor ceases conducting business in a normal course by reason of insolvency or bankruptcy, whether voluntary or involuntary.

- d. The Contractor assigning, delegating or subcontracting this contract without the prior written consent of the City.
- e. The City suspends its involvement in solid waste, yard waste and recyclables collection, transportation and disposal services.
- f. The City deems termination of contract to be in its best interest.

The City shall provide written notice to the Contractor specifying the default. The Contractor shall have twenty-four (24) hours to cure the failure. Further, if the Contractor promptly undertakes reasonable actions to cure the failure and diligently pursues same to completion to the satisfaction of the City, there shall be no default, unless the Contractor defaults in its performance on a repeated basis. In such event, the City may terminate this contract without written notice and opportunity to cure.

After the event of a default, which is not cured by Contractor as provided above, the City thereafter may terminate this contract by written notice of termination by City sent by certified mail, return receipt requested, to the Contractor. Upon such termination, the City may, in its discretion, instruct the Contractor to continue performance of the contract for a period up to an additional sixty (60) days after termination, in order to facilitate the City's use of a replacement contractor. If the City utilizes the Contractor for these additional services, it shall pay the Contractor at the rates provided for in the Contract.

After the event of a default, which is not cured by Contractor as provided above, the City shall have the right to rent or lease the equipment from the Contractor for the purpose of collecting, transporting and processing materials which Contractor is obligated to collect, transport and process pursuant to this agreement for a period not-to-exceed eighteen (18) months; in the case of equipment not owned by the Contractor, Contractor shall assign to the City, to the extent Contractor is permitted to do so under the instrument pursuant to which the Contractor possesses such equipment, the right to possess the equipment. If the City exercises its rights under this section, the City shall pay the Contractor the reasonable rental value of the equipment.

After the event of a default which is not cured by Contractor as provided as above, upon the occurrence of a default, the Contractor shall be liable to the City for any damages the City sustains by virtue of the Contractor's breach, and any reasonable costs the City incurs enforcing or attempting to enforce this contract, including reasonable attorney fees. The City may cause to be withheld any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City from the Contractor is determined by law or equity, provided the City promptly pursues said determination. It is expressly understood that the Contractor will remain

liable for the above damages and costs the City sustain in excess of any set-offs.

In addition to any other available remedies, the City may assess the following financial charges for the violations set forth below in addition to any other remedies available with respect to such defaults:

1. Failure to clean up spilled refuse, or wash down a street as requested by the City to eliminate objectionable odors:
\$25.00 for each instance
2. Failure to clean vehicle, conveyances, containers, docks, yards, shops and other equipment as provided in the specifications:
\$50.00 for each instance
3. Failure to complete all routine pickups by 6:00 p.m. on the
4. scheduled day:
\$100.00 for each failure or neglect of repeated instance at same site.
5. Failure to collect solid waste, recyclables and yard waste within 24 hours after notification of a complaint:
\$100.00 for each failure or neglect of repeated instance at same site.
6. Using vehicles assigned to the performance of this contract to make private collections:
\$500.00 for each instance
7. Commingling refuse from private collections with City refuse in vehicles assigned to the performance of this contract.
\$500.00 for each instance
8. Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by City:
\$500.00 for each instance.

The charges provided herein are not considered as penalties and were not calculated in contemplation or anticipation that the Contractor would default. In the event the Contractor does default or otherwise abandon the project, the City reserves the right to collect from the Contractor or its surety, in addition to the charges, the actual damages incurred by the City as a result of the default or abandonment.

Whenever a fee or charge is assessed pursuant to these subparagraphs, the City may deduct such charges from the compensation due the Contractor in any succeeding month. Upon written request by the Contractor, the City shall furnish the Contractor with the details of the incident-giving rise to the fee(s) or charge(s).

21. Termination. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.
22. Construction of Contract. To the extent a provision of this contract conflicts with a term, provision or condition contained in Section 1 of this contract, the specific contract provision in this contract shall take precedence over, govern and control the intent of the parties and shall supersede such other provisions contained in Section 1. To the extent a provision of this contract conflicts with a term, provision or condition contained in the specifications, the specific provision in this contract shall take precedence and control.
23. Assignment. This contract shall not be assigned, delegated or subcontracted by the Contractor without the prior written consent of the City, which consent shall not be unreasonable withheld. For purposes of this contract, a transfer of more than ten (10%) percent of the stock of the corporation or interest in a limited liability company or partnership, or the sale or transfer of more than fifty (50%) percent of the assets of Contractor to any person without the prior written consent of the City shall be considered to be an assignment.
24. Successors and Assigns. This contract shall be binding upon and inure to the benefit of the successors and assigns of the parties.
25. Modification. This contract, or any terms hereof, may be changed, waived, discharged or terminated, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.
26. Cumulative Remedies. No right, power or remedy conferred upon or reserved to the City under this contract is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or now or hereafter existing at law or in equity or by statute.
27. Governing Law. This contract is made in and shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereunder set their hands and seals the day and year first above written.

WITNESSES:

CITY OF ROCHESTER HILLS, a
Michigan municipal corporation (City)

By: _____
Bryan K. Barnett, Mayor

WITNESSES:

CONTRACTOR

By: _____

Attachment A

PROGRAM DEFINITIONS

1. City Designated Disposal Capacity: means the primary and backup landfills identified by the Contractor.
2. Effective Date: means _____1, 2009.
3. Disposal Facility: means a landfill licensed by the State of Michigan Department of Environmental Quality provided by the Contractor and designated by the City as their City Designated Disposal Capacity.
4. Environmental Laws: means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and the environment (including without limitation, ambient air, surface water, ground water, land or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials.
5. Household Hazardous Waste: means any hazardous waste typically found in municipal solid waste that is exempt from regulation because it is generated by households or generated by small businesses that are identified as less than small quantity generators of hazardous waste.
6. Increased Fees and Taxes means the documented net increase in any per ton or per cubic yard or percent of revenue surcharge or tax on solid waste transport or disposal imposed at the federal, state and/or local level, which arise out of and directly from the performance of this contract. Payroll taxes, sales tax, use tax, value added tax, personal property taxes, income tax and land rental or real estate taxes are not included in this definition of increased fees and taxes.

Attachment B
Full Parent Guarantee

THIS GUARANTEE, made as of the ____ day of _____, 2008, by _____, a corporation duly organized and existing in good standing under the laws of the State of _____ and having its principal place of business at _____, IRS Employer Identification Number _____, (“Parent”), to and for the benefit of the City of Rochester Hills (“City”).

WITNESSETH:

WHEREAS, _____ at _____ (“Contractor”), the wholly owned subsidiary of the Parent, and the City have negotiated a Solid Waste Disposal Service Agreement dated _____, 2008 (“Contract”), which Contract is incorporated herein by reference and hereby made a part hereof:

WHEREAS, it is in the interest of Parent that the Contractor enter into the Contract with the City;

WHEREAS, the City is willing to enter into the contract only upon the condition that the Parent execute this Guarantee;

WHEREAS, the Parent is willing to guarantee, as set forth below, the performance of the Contractor under the contract; and

NOW, THEREFORE, as an inducement to City to enter into the contract, the Parent agrees as follows:

1. Parent hereby directly, unconditionally, irrevocably, and absolutely guarantees the full and prompt performance by the Contractor and by any successor or assign of the Contractor, of all of the Contractor’s obligations and covenants under the Contract, including all amendments and supplement thereto, in accordance with the terms and conditions contained therein.
2. This Guarantee shall be governed by the laws of the State. Parent hereby agrees to the service of process in the State for any claim or controversy arising out of this Guarantee or relating to any breach and to submit to the exclusive jurisdiction of any court of competent jurisdiction in the State.
3. This Guarantee shall be binding upon and enforceable against Parent, its successors, assigns and legal representatives and is for the benefit of the City, its successors and assigns.
4. Notwithstanding anything contained herein to the contrary, the undertakings of the Parent set forth herein are absolute and the City shall be entitled to

enforce any or all of said undertakings against Parent without being first required to seek or obtain recourse against any other party or parties, including but not limited to the Contractor or any assignee of the Contractor, who are, or may be, liable therefore in whole or in part irrespective of any cause or state of facts whatever, including without limitation: the validity, regularity or enforceability of the contract; the existence or absence of any action to enforce the contract; any modification or amendment or compromise of or waiver of compliance with or consent to variation from any of the provisions of the contract by the Contractor; any release of any collateral or lien therefore; the recovery of any judgment against the Contractor to enforce the same any failure of or defect in the title or interest of the Contractor in the Facilities; any transfer, assignment or mortgaging, by the Contractor of all or any part of the interest of the Contractor in the Facilities; the bankruptcy or insolvency of the Contractor; or any other circumstance which might otherwise constitute a legal or equitable discharge of a guarantor or limit the recourse of the City to the Parent; provided, that notwithstanding the foregoing, Parent shall not be required to perform or cause the performance of any obligation from which the Contractor would be discharged, released or otherwise excused under the provisions of the contract. Parent hereby waives notice of acceptance of this Guarantee and of the creation, renewal, extension and accrual of the obligations guaranteed hereunder. Parent agrees that, without the necessity for any additional endorsement or guarantee by or any reservation of rights against Parent and without further assent by Parent, by mutual agreement between the City and the Contractor, they may, from time to time, renew, modify or compromise the liability of the Contractor for or upon any of the obligation hereby guaranteed or accept, sell, release, or surrender any collateral or lien therefore, all without releasing or discharging the liability of Parent hereunder. Parent hereby waives diligence, demand of payment, notice of default or nonpayment, filing of claims with a court in the event of reorganization, insolvency or bankruptcy of the Contractor, any right to require a proceeding first against the Contractor or with respect to any collateral or lien or any other requirement that the City exercises any remedy or take any other action against the Contractor or any other person or in respect of any collateral or lien before proceeding hereunder and any and all other notices required under the contract. This Guarantee is a continuing guarantee and shall continue to be effective or be reinstated, as applicable, if at any time any payment of any of the obligations hereby guaranteed is rescinded or is otherwise required to be returned upon reorganization, insolvency or bankruptcy of the Contractor or Parent or otherwise, all as though such payment had not been made.

Notwithstanding any provision in this Guarantee to the contrary, the Parent may raise any defense, counter claim or affirmative defense which the Contractor could assert against any party seeking to enforce this Guarantee against the Parent, and nothing in this Contract shall constitute a waiver thereof by the Parent.

5. The City may assign this Guarantee to any credit facility issuer as collateral security for the financing of the Facilities.
6. Parent agrees to pay all costs, expenses and fees, including all reasonable attorney fees, which may be incurred by the City in enforcing this Guarantee following the default on the part of the Parent hereunder whether the same shall be enforced by suit or otherwise.
7. The terms of this Guarantee may be enforce as to any one or more breaches either separately or cumulatively.
8. No remedy herein conferred upon or served to the City hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guarantee and the Contract or hereinafter existing at law or in equity or by statute.
9. The invalidity or unenforceability of any one or more phrases, sentences or clause sin this Guarantee contained shall not effect the validity or enforceability of the remaining portions of this Guarantee, or any part thereof.
10. No amendment, change, modification or termination of this Guarantee shall be made except upon the written consent of Parent and the City.
11. The obligations of Parent under this Guarantee shall remain in full force and effect until (i) all obligations of the Contractor under the Contract shall have been fully performed or provided for in accordance with the Contract or (ii) the discharge, release or other excuse of said obligations in accordance with the terms of the Contract.
12. The obligations of Parent under this Guarantee shall not be affected by any set-off, counterclaim, recoupment, defense or other right that Parent may have against the City.
13. Any term used herein defined in the contract shall have the meaning attributed to it in the contract.
14. The Parent warrants and represents that, as of date of execution of this Guarantee:
 - a. The Parent has the power, authority and legal right to enter into this Guarantee and to perform its obligations and undertakings hereunder, and the execution, delivery and performance of this Guarantee by the Parent (i) have been duly authorized by all necessary corporate and shareholder action on the part of the Parent, (ii) to the best of the Parent's knowledge, have the requisite approval of all federal, State and local governing bodies

having jurisdiction or authority with respect thereof, (iii) to the best of the Parent's knowledge, do not and will not violate any judgment, order, law or regulation applicable to the Parent; (iv) to the best of the Parent's knowledge, do not conflict with or constitute a default under any agreement or instrument to which the Parent is a party or by which the Parent or its assets may be bound or affected; and (v) do not violate any provision of the Parent's articles or certificate of incorporation or by-laws.

- b. This Guarantee has been duly executed and delivered by the Parent and constitutes the legal, valid and binding obligation of the Parent, enforceable against the Parent in accordance with its terms; and
- c. There are no pending or, to the knowledge of the Parent, threatened actions or proceedings before any court or administrative agency which could have a material adverse effect on the financial condition of the Parent, or the ability of the Parent to perform its obligations or undertakings under this Guarantee.

- 15. This Guarantee shall terminate and be without further effect upon the termination of the contract; provided, if upon termination of the contract there are monies owed by the Contractor to the City, this Contract shall continue to apply to such obligation of the Contractor until discharge.

IN WITNESS WHEREOF, Parent has executed this instrument the day and year first above written.

PARENT

(Vendor Name)

By _____
Its President

By _____
Its _____

ATTACHMENT J

**COLLECTION, TRANSPORTATION AND DISPOSAL
OF SOLID WASTE, RECYCLING AND YARD WASTE
PROPOSAL FORM - SIGNATURE PAGE**

Company Name _____

Address _____

Address _____

City/State/Zip _____

Telephone _____ Fax _____

Email Address _____

The undersigned has examined the complete Request for Proposals and its requirements contained in this solicitation and is submitting the following Cost Proposal Form in full compliance with those requirements, including the independent price determination requirements defined herein.

The undersigned, having familiarized ourselves with the local conditions affecting the cost of the work and with the Request for Proposal and Contracts Documents, hereby propose to perform everything required to be performed by virtue thereof, and to provide and furnish all labor, equipment and supervision necessary to perform and complete in an efficient manner all of the work and services required to be performed for the collection of refuse and yard waste and other items within the City of Rochester Hills, Michigan, and the transportation and disposal of said material at a disposal site(s) determined by the contract and shall collect recyclable materials and dispose of same only at recycling processors (failure to properly dispose of recyclables at recycling processors shall be cause to immediately cancel contract) at the following unit prices as herein stated and further defined in the specifications and other contract documents.

It is understood that all proposed prices shall remain in effect for at least one hundred eighty (180) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Proposer acknowledges receipt of the following Addendum (if applicable)

Addendum #1	_____
Addendum #2	_____
Addendum #3	_____
Addendum #4	_____
Addendum #5	_____

The undersigned states that this prices proposed are submitted in full compliance with the provisions of the Request for Proposals to which this cost proposal is a response.

Signature _____

Name/Title _____

Date _____