

Attachment B

CONTRACTOR'S SERVICE SPECIFICATIONS

1. General Specifications:
 - a. Scope of Work: Contractor shall acquire at its own cost and expense all necessary labor, materials, machinery, equipment, rolling stock, fuel, tires, tools, spare parts, insurance, bonds and other equipment necessary or appropriate for performing the Trash, Recyclables and Yard Waste collection services for the City of Rochester Hills. Contractor will begin the requested service for collection on _____.
 - i. Contractor shall deliver all trash to a lawful Disposal Facility.
 - ii. Contractor shall deliver all Recyclables to a lawful MRF.
 - iii. Contractor shall deliver all Yard Waste to a lawful Compost Facility.
 - b. Contractor Responsibility for Conditions of Work: Contractor is responsible for making its own independent investigation into the conditions of the work, regarding the provisions of collection services and shall determine to Contractor's satisfaction the conditions to be encountered, the nature of the work and all other factors affecting the work under this Contract.
 - c. Permits: Contractor is responsible for obtaining and being responsible for any and all federal, state, county or local permits as are required to satisfy building, health and environmental statutes and rules and ordinances as may pertain to the selection, installation and/or operation of mobile or fixed equipment.
 - d. Employee Qualification, Payment and Accident Prevention: All persons employed by Contractor shall be competent, skilled and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude towards the public at all times.

Contractor is responsible, for payment to its employees in accordance with all local, state and federal requirements. The City will be held harmless and indemnified from any claims whatsoever arising out of any non-payment dispute or issue.

Precaution shall be exercised at all times for the protection of persons, including employees and property and hazardous conditions shall be guarded against or eliminated.

Contractor shall employ only competent and trustworthy workers, including reliable drivers and route supervisors. Contractor will be

solely responsible for any traffic tickets incurred by Contractor's drivers. Should the City at any time give notice to Contractor that the work or behavior on the job of Contractor's employee is insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper order or in any way a detriment to the satisfactory progress of the work, such employee shall forthwith be removed from any and all work associated with this Contract.

- e. General Services Standards: Contractor is to perform all work as provided for in this Contract and deliver all trash, recyclables and yard waste to facilities identified in this document. The work to be done by Contractor shall include the furnishing of all labor, supervision, equipment, materials, supplies, insurance, bonds and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not. The work to be done by Contractor shall be accomplished in a thorough and professional manner so that the residents of the City are provided reliable, safe, courteous and high-quality collection services at all times.

Contractor shall provide complete service for all routes within the Designated Service Area each day as scheduled. All collection will be performed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Thursday (or Friday during a holiday week). Contractor shall develop routes that specify the order in which accounts receive service on each collection day. Any change in routes will be communicated individually and in advance to Service Units after review and approval by the City. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. Contractor shall use commercially reasonable efforts to empty all vehicles of materials collected on the same day of collection.

- i. Care of Public and Private Property: City shall refer complaints about damage to private or public property to Contractor. Contractor shall pay for or repair all damage to public and private property caused by its employees.
- ii. Private Driveways: Contractor shall not be required to enter private driveways. However, the owner of a Unit may arrange for such services directly with Contractor. Any cost associated with - such service is excluded from any charges under the Contract, and is a matter between the owner of the Unit and Contractor.
- iii. Handicap/Back-door Pickups: There are residential Units on the collection routes that are occupied by individuals who have been determined by the City to be unable to move Contract Waste to the curb. These locations will require back-door service by Contractor as

part of the regularly scheduled collection required by the Contract and not as a separate pay item. Contractor will be required to bring the containers to the curb and return the container to the back door.

- iv. Cart Care and Replacement: Contractor shall exercise reasonable care and diligence in handling carts. The City will be requiring residents to utilize and maintain the trash and recycling carts and Contractor must exercise due care in preventing damage to carts, thereto, and shall return all carts to an upright position with lids replaced thereon. In the event that Contractor damages a cart(s), Contractor shall be responsible for replacing said cart(s) with one of equivalent value at Contractor's expense within 24 hours (excluding Saturdays and Sundays).
- v. Litter Abatement: Contractor shall use due care to prevent materials from being spilled or scattered during the collection process. If materials of any kinds are spilled during collection/transportation, Contractor shall promptly clean-up all spilled materials. Each vehicle shall carry all necessary equipment at all times for this purpose.
- vi. Hours of Service: Collection and transport of materials under this Contract may occur only between the hours of 7:00 a.m. and 7:00 p.m. Exception may be requested for variances to these normal hours of operations when special or unforeseen incidents occur. Collection on Saturdays or Sundays shall not be allowed unless otherwise approved by the City.
- vii. Storms and Other Disasters: In case of a storm or other disaster, City may grant Contractor reasonable variances from regular schedules and routes. As soon as practicable after such storm or disaster, Contractor shall advise City of the estimate time required before regular schedules and routes can be resumed.
- viii. Holidays: No collection will be allowed on holidays (i.e., New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day). Collection will be delayed a day and Friday used, when needed.
- ix. Noise: All collection and transport equipment operations shall be conducted as quietly as practical and shall conform to applicable federal, State, County and respective local noise level regulations.
- x. Infrastructure Renovation and Service Disruption: 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 telephone. If the City is notified in advance of these activities, the City will notify Contractor. However, work be initiated without prior notification. Alternate services must be provided by Contractor during this period of disruption. No additional fees shall be payable for services provided under these conditions.

- f. Contractor's Vehicle and Equipment Standards: Contractor shall be responsible for providing a fleet of collection vehicles and equipment of such type and in such quantity and capacity to efficiently fulfill its obligations under this Contract. Contractor shall also be responsible for the operation, maintenance, fuel, tires, insurance, bonds, traffic tickets and repair of all such vehicles and equipment in a manner sufficient to ensure that such vehicles and equipment are capable of providing all of the required services as set forth in this Contract. Contractor shall have available on collection days sufficient back-up vehicles for each type of collection vehicles used to respond to complaints and emergencies. Contractor shall be directly responsible for any moving violations associated with their equipment, issued by any jurisdiction or entity with authority to do so.

Vehicles shall be maintained to State of Michigan D.O.T. standards. City shall inspect all vehicles to be used in servicing this Contract before services commence each year of the Contract in accordance with City ordinance. The City shall notify Contractor of the failure of any vehicle to meet a requirement of the inspection.

- i. Specifications: All vehicles used by Contractor in providing collection of materials under the Contract shall be designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations. Contractor shall also ensure that gross vehicle weight of all vehicles, even when loaded, does not exceed vehicle license limitations to protect the highways and roads of the City.
- ii. Vehicle Identification: Contractor's name, local telephone number and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2 ½) inches high.
- iii. Equipment Inventory: In addition to the above requested information, Contractor shall furnish City a written inventory of all vehicles used in providing service, and shall update the inventory when changes are made or annually, whichever is more frequent. The inventory shall list all vehicles by manufacturer, ID number, date of acquisition, type and capacity.
- iv. Cleaning and Maintenance: Contractor shall maintain all of its properties, facilities and equipment used in providing service under the Contract in a safe, neat, clean and operable condition at all times. Vehicles used in the collection of materials under the Contract shall be thoroughly washed on a regular basis so as to present a clean appearance.
- v. Vehicle Inspection: The City may inspect vehicles at any time to determine compliance with these requirements.

- vi. Vehicle Maintenance: Contractor shall inspect each vehicle and complete a report daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and nature of repair and shall make such records available to the City upon request.
 - vii. Vehicle Repair and Replacement: Contractor shall repair or replace all of its vehicles and equipment for which repairs are needed because of accident breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date/mileage and nature of repair. Reasonable reports shall be available to the City upon request.
 - viii. Vehicle Storage: Contractor shall arrange to store all vehicles and other equipment in safe and secure locations(s), where applicable, in accordance with applicable laws and ordinances.
- g. Contractor's Personnel Standards: Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required in a safe, economical and efficient manner.
- i. Driver Qualifications: All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid Commercial Drivers License of the appropriate class, issued by the Michigan Department of Automotive Regulation.
 - ii. Driver Training: Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of materials under this Contract. Contractor shall train its employees in trash, recyclables and yard waste collection protocol to identify and not collection hazardous waste or other prohibited wastes. Training shall include customer relations communication skills to assure quality interactions with City residents in the performance of Contract Services.
 - iii. Driver Ethics: Contractor shall not, nor shall it permit its employees to, demand, solicit or accept, directly or indirectly, any additional compensation or gratuity from members of the public for services provided under the Contract.
 - iv. Driver Appearance and Behavior: Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy and prohibit the use of loud or profane language and shall instruct collection crews to perform the

work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, Contractor shall take all appropriate corrective measure.

- v. Field Supervisors: Contractor shall designate qualified employees as supervisors of field operations. Supervisors will be in the field inspecting Contractor's work and will be available by radio or phone during Contractor's hours of operation to handle calls and complaints from the City or to follow up on problems and inspect Contractor's operations.
 - vi. Driver Uniforms: Employees shall wear protective equipment at all times including shirts with company logo and have company identification available on request.
 - vii. Driver Training in the City's Program: Contractor will train its employees as to the collection rules and regulations of the City's Program being serviced under this Contract. Contractor employees will leave notices of improper set-out when applicable.
2. **Basic Service Specifications**: Contractor shall maintain a high level of trash, recyclables and yard waste collection services. Contract waste shall be collected from carts provided by Contractor. Contractor shall collect and transport all trash, recyclables and yard waste which the resident may desire to have removed and for which the City has authorized Contractor to so collect and transport for the price herein.
- a. Trash Collection: Contractor shall collect trash placed at the curb by eligible services units with the designated service area on a weekly basis, 52 weeks per year. The collection of trash shall be coordinated with other collection services so that all occur on the same day of the week. Such collection shall not be deemed a separate pay item.
 - i. Residential Trash Set Out and Collection Requirements: Contractor shall collect trash placed at the curb by eligible service units in compliance with this Contract, which generally allows placement and automated in 95 gallon carts. This service will include Handicap/Back-door Pickups. Unless the City directs otherwise, trash placed in plastic bags or other types of watertight containers shall be considered part of the trash and shall be collected. Articles that cannot be conveniently placed in carts, if within the weight and size limitations of this Contract, must be handled individually by Contractor.

Generally, Contractor shall not be required to collect the contents of any non-mechanical container if the container and its contents weight over 50 pounds. Contractor is not required to collect trash over 50 pounds, except bulky waste items.
 - ii. Residential Bulky Waste/White Goods: Included in curbside

residential trash pick-up and not as a separate pay item, Contractor shall pick up Bulky Waste once a month on the same day as regular trash collection. Contractor shall deposit in the same truck or separate truck(s) if necessary all bulky waste as defined herein, including but not limited to: fixtures and furniture, storm doors and windows, bicycles, bed frames, exercise equipment, grills, metal, lawn mowers, shelving, furnaces, toilets, wheelbarrows, tubs, ladders, sinks, carpets and pads, railroad ties and fence posts or fences not exceeding 3' x 4 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. Service units shall be responsible for notifying the Contractor at least 24 hours in advance of the need for Bulky Waste/White Goods collection.

White goods shall include, but not be limited to, residential appliances such as water heaters, water softeners, water tanks, washers, dryers, stoves, air conditioners, refrigerators and freezers.

Contractor shall be responsible for complying with all applicable laws and regulations concerning the disposal or recycling of air conditioning and refrigeration equipments, including but not limited to the provisions of the Clean Air Act, which prohibits the venting of refrigerants into the atmosphere. It shall be Contractor's responsibility to haul materials and to insure that Freon-contained materials, that is not tagged, are delivered to a designated facility for proper removal.

iii City Owned Buildings/Facility: City will require collection of trash from containers designated for City-owned buildings as defined in Attachment _____. These Service Units shall not be treated as separate pay items. Contractor shall provide all containers needed for these services, which will adequately meet the waste containment needs generated at each facility.

iv. Improperly Set Out Trash: Contractor shall affix to non-conforming containers or loose trash a sticker or tag approved by the City stating the reason for the non-collection and notify the City if collection is not made. Should the City determine the Trash to be collectible, Contractor shall promptly return to the site and shall collect the Trash at Contractor's expense.

- b. Single Stream Recyclables Collection: Contractor shall collect Single Stream Recyclables placed at the curb by Service Units within the Designated Service Area, on a weekly basis, 52 weeks per year. The collection of Single-Stream Recyclables shall be coordinated with other collection services so that all occur on the same day of the week. The Single Stream Recyclables will have been prepared by Service Units in compliance with the Single Stream Recyclables guidelines included herein as Attachment _____. Contractor shall continue to add to the list of Acceptable Recyclables identified in the Single Stream Recyclables guidelines to maximize the list to match the list of acceptable materials received at MFRs in the region. Contractor shall deliver all Single-Stream Recyclables collected to a lawful MRF for recycling in order to meet the intent of this section to maximize recycling opportunities for City residents.
- i. Residential Single-Stream Recyclables Set Out and Collection Requirements: Contractor shall collect, not as a separate pay unit, Single-Stream Recyclables placed at the curb by eligible service units using carts provided by Contractor. This service will include Handicap/Back-door Pickups. No Recyclables container shall weight more than 50 pounds. In the event the service recipient produces more Single-Stream Recyclables than can fit in a single cart, Contractor shall collect such excess Single Stream Recyclables set out beside the cart in an additional container or placed beside the cart.
- ii. Curbside Recyclables Service Units: To encourage recycling, Contractor shall provide a full service program of RecycleBank Reward Incentives (the “RecycleBank Program”) to the City and its residents, including but not limited to provision of RFID tagged rolling carts, a database of RFID carts and the recipient addresses provided to the City and updated quarterly, a route based community incentive system, local business recruitment for the reward system, an on-line customer management system with online reporting., a community outreach and education program prior to roll-out, outfitting of Contractor’s truck with all required data receiving, recording and transmitting equipment and all other features identified as part of the RecycleBank Program as provided for in Contractor’s proposal. These services will not be a separate pay item.
- iii. City Owned Buildings/Facility: The City will require collection of Single Stream Recyclables from carts designed for City owned buildings as defined in Attachment _____. These Service Units shall not be treated as separate pay items. Contractor shall provide all carts needed for these services to meet the recycling needs of the City facility. The City shall be a participant in the Recycle Bank program.
- iv. Improperly Set Out Recyclables: Contractor shall affix to non-conforming Recyclables a sticker or tag approved by the City stating the reason for the non-collection and notify the City if collection is not made. Should the City determine the Recyclables to be collectible,

Contractor shall promptly return to the site and shall collect the Recyclables at Contractor's expense.

- v. Commingling Recyclables: Contractor is prohibited from commingling Recyclables in Contractor's vehicles with non-recyclables and from delivering Recyclables to any place other than the agreed MRF.

- c. Yard Waste Collection: Contractor shall collect yard waste placed at the curb by service units within the Designated Service area, on a weekly basis, 35 weeks per year (April 1 through November 30). The collection of yard waste shall be coordinated with other collection services so that all occur on the same day of the week.
 - i. Residential Yard Waste Collection Requirements: Contractor shall collect, not as a separate pay item, Yard Waste placed at the curb by Service Units. This service will include handicap/Back-door pickups.
 - ii. Yard Waste Setout Requirements: Acceptable Yard Waste shall include, but not be limited to, lawn debris, 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 direct 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. Contractor is not required to pick up tree branches or logs greater than three inches in diameter or longer than four feet in length that are tied or secured with string or twine in bundles no larger than eighteen inches in diameter.

The yard waste shall be bundled as required, place in large capacity craft/paper bags or placed loose in can with a "yard waste" or "compost" sticker on the container. Sticker to be provided by Contractor.

- iii Residential Yard Waste Collection Season: The yard waste collection season will be from April 1 to November 30 (35 weeks). Contractor is responsible for all acceptable yard waste set out at the curb. Yard waste is not to be mixed with any other trash or recyclables.
- iv Improperly Set Out Yard Waste: Contractor shall affix to non-conforming yard waste a sticker or tag approved by the City stating the reason for the non-collection and notify the City if collection is not made. Should the City determine the Yard Waste to be collectible, the Contractor shall promptly return to the site and shall collect the Yard Waste at Contractor's expense.
- v. Christmas Trees: Discarded Christmas trees devoid of any ropes, lights, metal, plastic or other hangers shall be collected separately during Christmas week and the following three weeks. Christmas trees shall be delivered to a compost site and not a landfill or disposal facility. Christmas trees collection, transportation and disposal is not a separate

pay item, but is included in Contractor's unit pricing. Contractor shall provide the City with a report regarding the volume and disposal of Christmas trees collected each year.

3. **Optional Service Specifications:** Contractor shall collect and deliver to designated disposal, recycling or compost site, as appropriate all materials collected from "on-call" sites that contain trash, recyclables, yard waste or other debris that the City must have cleaned up, which shall include collection of trash, recyclables, yard waste or other debris from litter abatement enforcement, storm related damage and similar circumstances. Such "on-call" pickups shall be completed with 48 hours of notice from the City. 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 and disposal rates as provided in Contractor's proposal, Attachment F, dated July 18, 2008.
4. **Cart Management:** To ensure qualify service, Contractor shall stockpile an inventory of trash and recyclable carts, which shall be hot stamped with City logo and related approved insignia, not carry any Contractor logos, color and features to be pre-approved by the City for disbursement and will become the property of the City upon termination of the Contract.
 - a. **Container Purchase and Ownership:** All collection carts and replacement parts for these carts must be pre-approved by the City for disbursement and will become the property of the City upon termination of the Contract.
 - b. **Cart Type:** Collection cart types will be determined jointly by the City and Contractor and include the following 1) 95 gallon rolling curb cart for residential trash for service units; 2) 65 gallon rolling curb cart for residential recyclables for service units.
 - c. **Container Inventory and Storage:** Contractor shall purchase sufficient quantities of each cart type to allow Contractor to maintain an inventory in sufficient number for Contractor to perform deliveries, repairs and exchanges of such cart storage capacity at Contractor's site. Contractor shall cause new shipments of carts to be delivered to the storage site and shall notify City upon issuance of an order for a new shipment. Contractor shall maintain the cart storage site which shall include keeping a cart inventory. Contractor shall receive all shipments of carts, logging them into the cart inventory. The cost of carts shall be amortized over ten (10) years. If at the end of the first term of this Contract (i.e., 5 years), the City does not renew the Contract or if this Contract otherwise terminates prior to the end of ten (10) years, the City shall cause the remaining balance of the cost to be the responsibility of the succeeding contractor and paid to Contractor, in which case the City shall include appropriate language to accomplish

this in its bid and contract documents or the City may purchase the carts based on the remaining balance.

- d. **Distribution:** Contractor shall deliver any replacement collection carts or new collection carts to locations that are pre-approved by the City. Delivery shall also include appropriate education material as reviewed and approved by the City. Contractor shall enter all deliveries into their inventory, a copy of which shall be provided to the City on a quarterly basis.
 - e. **Contractor Sales of Carts:** Contractor may lease additional curbside carts to residents for curbside trash and recyclables collection. Trash carts shall be leased for an added \$1.20/month/per service unit.
 - f. **Field Maintenance:** Contractor will be responsible for visual inspection of the carts and reporting concerns to the City.
 - g. **General Repairs:** Contractor will be responsible for all costs to assemble, distribute, maintain, repair and replace carts.
 - h. **Replacement.** Within five (5) business days of notification, Contractor shall provide replacement carts to replace those damaged, destroyed, lost or stolen.
 - i. **Contractor Caused Damage to Carts:** Contractor shall be responsible for loss or damage of any approved cart caused by their employees in the course of performance of their work and/or due to lift mechanism or packing blade and shall fix or replace damaged carts at Contractor's sole cost.
5. **Customer Service System:** To achieve excellence in customer service, City and Contractor will work together on all aspects of customer management, communications, education/outreach and complaint processing.
- a. **Contractor Educational Information and Outreach:** City and the Contractor will work together to provide educational information on the collection services to all Service Units and conduct ongoing outreach campaign to encourage use of Recycle Bank.
 - i. With City's prior approval, Contractor/Recycle Bank will include informative recycling "start-up kits" with all new and replacement carts.
 - ii. With the City's prior approval, Contractor will provide mailings regarding the programs prior to program start-up and in response to informational requests.
 - iii. Contractor will provide a website for internet access to program information. The site will be linked to the City's site with the City's approval.
 - iv. Contractor will continue improvement and expansion of a quality control program intended to educate relative to improperly prepared or inappropriate materials.

- b. Responsibility for New Service Units or Changes for Current Service Units: The City will be responsible for providing all necessary information regarding new accounts. City shall provide new account information to Contractor on a timely basis to ensure proper service for the resident. Changes in service including suspension shall be handled between Contractor and resident. Contractor is responsible for initiation of the service change within 24 hours of receipt from the City unless otherwise specified in this Contract.

- c. Basic Superintendence and Collection Route Management: As a basic level of service to the City , Contractor shall give personal superintendence to the work or have a competent Supervisor available at all times with authority to act for Contractor. Contractor shall maintain a local office with a local telephone calling provision. Contractor's telephone number for complaints shall be publicized and Contractor's supervisory personnel shall be available via mobile cellular phones. The office phone shall be well-attended for at least the hours of 8:00 am to 5:00 pm on all days when service is provided by the Contractor. An automated phone system is required after hours.
 - i. All complaints will be directed by the City to Contractor's Customer Service. Logs will be maintained and provided to the City daily, including date and time complaint received, name and address of complainant, nature of complaint, date and time complaint resolved and description of how complaint was resolved. Resolution of complaints shall be completed within 24 hours with notice of such to the City.

- d. Superintendence and Collection Route Management: At the request of the City, Contractor shall, at no additional costs, maintain an customer service center for route superintendence and collection route management for the duration of the Contract as follows:
 - i. Office: Contractor will maintain a customer service office where inquiries and complaints can be received. The office will be open during the normal business hours of 8:00 am to 5:00 pm on all business days. Contractor will ensure that responsible persons are in charge of the office during collection hours, and are available to receive inquiries and complaints during normal business hours.
 - ii. Telephone Information System: Contractor will maintain a customer service telephone information system with sufficient capability to handle phone inquiries for information on all collection services, the scheduled days of service, the materials that can be recycled and the procedure for reporting a missed pickup. Contractor will provide with a telephone answering service or mechanical device

to receive Service Recipient inquiries during those times when Contractor's office is closed.

- iii. Service Recipient Calls: The City will direct all service inquiries and complaints to Contractor through the customer service system. Contractor shall record all calls including any inquiries, service requests and complaints into the customer service system. Contractor's customer service representatives shall return Service Recipient calls as provided herein. For all messages left before 3:00 pm, Contractor shall attempt all "call backs" at least one time prior to 5:00 pm on the day of the call. For message left after 3:00 pm, Contractor shall attempt all "call backs" at least one time prior to noon the next business day. Contractor shall make minimum of three attempts within twenty-four hours of the receipt of the call. If Contractor is unable to reach the Service Recipient on the next business day, Contractor shall send a postcard to the Service Recipient on the second business day after the call was received, indicating that Contractor has attempted to return the call. All attempts to contact the caller shall be recorded in the customer service system.
- iv. Service Complaints: Contractor will handle all service complaints in a prompt and efficient manner. In the case of a dispute between Contractor and a Service Recipient, Contractor will refer the matter to the City for review. The City will review the matter and make a determination as to the resolution of the dispute.
- v. Missed Collections: For those complaints related to missed collections that are received by 2:00 pm on a business day, Contractor will return to the Service Unit address and collect the missed materials before leaving the Service District for the day. For those complaints related to missed collections that are received after 2:00 pm on a business day, Contractor will have until the end of the following business day to collect the materials. At the end of each business day Contractor will utilize the customer service system to provide the City with a response to each complaint which was received from a Service Recipient or the City in the event the complaint was made by the City during the preceding business day.
- vi. Repeated Missed Collections: Contractor acknowledges and agrees that it is in the best interest of the City that all trash, yard waste and recyclable materials and bulky waste/white goods be collected on the scheduled collection day. However, in the event Contractor believes any complaint to be without merit (i.e. late set outs or improper preparation), Contractor shall utilize the customer service system to notify the City. The City will investigate all disputed complaints and render a determination. Disputed complaints shall not be considered valid missed collection complaints for purposes of calculating missed pickups used for determining performance penalties until they have been determined to be valid by the City.

- vii. Reporting to City: The customer service center will have the capability to report, via fax, or email to the City on the status of service complaints and missed pickups by the end of each business day. Contractor shall provide web-based real time internet access for the City to the RecycleBank Program reporting system to allow the City to review the RecycleBank Program performance status on demand. During the term of the Contract, Contractor shall evaluate the possibility of providing a web-based program that would allow the City real time access to review Contractor performance status.
- viii. Automated Messages: Contractor will provide automated messages to service units advising of change of pickup days due to a holiday.
- ix. Emergency Contact: Contractor will provide the City with an emergency phone number where Contractor's representative authorized to act on Contractor's behalf can be reached outside of the required office hours.
- e. Customer Service Disputes: The City and Contractor shall use the following procedures to address the specific customer services disputes identified.
 - i. Reporting of Problems and Non-Collections: Contractor shall use the customer service system on a daily basis to report all situations that prevent or hinder collection; all instances of non-collection and the reason for the non-collection; all replacements, repairs and exchanges of containers. Except as otherwise provided in this Contract, to the extent possible, Contractor shall make such reports by the end of the business day in which the event occurred; where it is not possible to make such reports by the end of the business day, Contractor shall report such events no later than the end of the next business day.
 - ii. Notice to the City: In the event Contractor cannot successfully contact an unresponsive Service Recipient with a service problem after three attempts, or cannot reach an agreement with such Service Recipient regarding a change in service, Contractor shall utilize the customer service system to provide the Contract Administrator with the details of the service problems and the attempts at communication with the Service Recipient. The Contract Administrator shall respond to Contractor's report and make a final written determination on resolution of the service problem.

- j. Contractor Reporting: Contractor shall provide reporting as follows:
- a. Records: Records shall be kept by Contractor on a daily, weekly, cumulative monthly and cumulative annual basis and shall be available to the City upon request.
 - b. Reporting: Contractor shall maintain and submit to the City accurate reports, which detail certain activity related to services pursuant to this Contract. These reports shall include data on the volume of all materials handled from its services to the City and the disposal, and recycling of all materials, including, but not limited to, manifests, reports from landfills, MRF's, composting facilities, and similar reports. Annual reports shall report all the above data in the same format as the monthly report.
 - c. Timing: Contractor shall file reports with the City in a timely manner but on no less than a weekly basis, specifying all complaints, accidents or incidents while performing any duties pursuant to the terms of the Contract, outages or downtime and inspections by any regulatory agencies during the week of the report, except the Contractor shall report any accidents resulting in personal injury or death immediately to the City.
 - d. Unusual Incidents: 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 the City immediately of any fines or penalties levied and any actions that could have an adverse impact on Contractor or the service to the City, or both. Failure to report such data shall subject Contractor to damages described elsewhere in this document.
- k. Program Development Obligations Prior to and After Start Date: Contractor and the City shall be responsible for the following program development obligations both prior to and after the Start date:
- a. Customer Service Center and Outreach/Education Capacity: Contractor shall provide on or before _____, a detailed transition plan with specific descriptions of all components of the customer service center operations and all related aspects of Contractor's education/outreach system and materials. After review and approval by the City, Contractor shall have the customer service center and supporting education/outreach system and materials in full operation no later than _____.
 - b. Recyclables Collection /Recycle Bank: On or before _____, Contractor shall provide to the City a detailed Recycle Bank transition plan for the City. This package shall detail the intended marketing approach for the local merchants and educational and promotion materials for residents. Prior to

distribution of any educational or promotional materials to merchants or the public, the City shall review and approve all such documentation.

c. **Route Days and Collection Route Optimization:** Contractor shall take steps prior to the Start Date to optimize the collection system and obtain the most economical costs. The City shall review and approve new proposed collection routes.

- i. **Service Unit Count Verification:** On or before _____, Contractor will work with the City to determine number of resident service units.
- ii. **Collection Route Approval:** On or before _____, the City and Contractor shall develop a route optimization plan and take advantage of the use of the most economical routes within the designated service area.

10. Contractor’s Compensation and Adjustments: Beginning _____ and for each billing period thereafter during the terms of this Contract, Contractor shall charge and bill each service unit per the following Schedule:

Cost	Year 1	Year 2	Year 3	Year 4	Year 5
Household Fee (\$/Mo)	\$15.38	\$15.81	\$16.26	\$16.71	\$17.18

- a. **Consumers Product Index Adjustment:** Contract pricing provided in the above schedule shall remain firm for the five year term of the Contract. The Contract price schedule will be reviewed and may be revised prospectively at the time of Contract extension (2014), in accordance with the Consumer Price Index escalator. 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). The adjustment shall be per the above chart during the first five years of this Contract. In the event that the Contract is extended in accordance with Section 2 of the Contract, the adjustment in Year 6 shall be 3.8% and the adjustments during years 7-10 shall not exceed 3%. All such increases shall be excluding the percentage of the Contract attributable to fuel charges. No other changes in Contract pricing are permitted, unless by written agreement of the City and Contractor.
- b. **Annual Adjustment for Fuel:** The Household Fee identified above shall be subject to an Annual Fuel Cost Adjustment on the anniversary date of the Contract. The formula shall be: previous 12 month average of diesel fuel minus Base Fuel Price (\$4.00) x

Annual Gallons of Diesel Fuel Used equals Gross Fuel Price Adjustment. The Gross Fuel Price Adjustment divided by the number of households divided by 12 equals the Monthly Fuel Adjustment per household. This adjustment is made annually and may be adjusted upwards or downwards. 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 of Fuel for the year.

The Annual Gallons of Diesel Fuel Used will be calculated based on actual gallons of diesel utilized for collection services during the previous year of the Contract. Contractor shall be required to provide the City with the actual gallons of diesel fuel utilized in a report depicting monthly and annual usage broken down by trucks (by Truck ID number) identified as 100% allocated to the City's Contract Services and also the average miles per gallon.

The annual fuel adjustment will not be applied until the second year of the Contract on the anniversary date and annually thereafter.

- c. Periodic Adjustment for Most Favored Nation: From the Start Date through termination, Contractor agrees that pricing to the City for the subcontracted portion of this Contract for the RecycleBank Program will be based on a "Most Favored Nation" basis. That is, in the event market conditions cause any reduction only of prices for similar services to similarly sized areas that RecycleBank offers to a similar third party, then Contractor shall adjust contracted rate to the City to reflect the lowest rates contracted by the subcontractor to any similar customer of RecycleBank. The "Most Favored Nation" pricing in RecycleBank contract with Contractor applies only to the counties of Oakland, Macomb and Wayne, Michigan and only applies to geographic areas of no more than 18,000 households. There is no guarantee that RecycleBank does not offer better pricing in geographic areas of greater than 18,000 households. This does not apply to any rate increases.

- d. Adjustment due to Change in Law: If any adjustment to the pricing is mandated by laws and otherwise required pursuant to a Change in Law, the party requesting the adjustment shall submit to the other party a written statement setting forth the cause of the adjustment, the anticipated duration of the adjustment and the amount of the adjustment, as appropriate. Except to the extent that a longer period is otherwise specially provided for in this Contract, any request for an adjustment due to a Change in Law shall be promptly negotiated in good faith within 30 days.

- e. Waste Surcharges: Contractor may pass through certain costs increases directly to the Customer to adjust for the following: (1) increases in direct costs to Contractor and to all other solid waste transporters and/or disposal facilities in Oakland County, Michigan, resulting from enactments, repeal or changes in federal, state, county or local laws, ordinances, rules or regulations with respect to taxes, fees or other governmental charges (other than income or real property taxes) that are adopted or promulgated after the Effective Date of this Contract. Also, Contractor shall pass through certain cost decreases to adjust for decreases in direct costs to Contractor and to all other solid waste transporters and/or disposal facilities in Oakland County, Michigan resulting from enactments, repeal or changes in federal, state, county or local laws, ordinances, rules or regulations with respect to taxes, fees or other governmental charges (other than income or real property taxes) that are adopted or promulgated after the Effective Date of this Contract. The City shall be notified in advance of such pass through charges and relevant legislation.

- f. Household Hazardous Waste: Contractor, though a subcontractor, agrees to collect and return to the City the amount of \$.35 per month per Service Unit for household hazardous waste, electronic waste and contract management costs. This payment will be made quarterly as part of the quarterly settlement report.

- 9. **Adjustment to Service Unit Counts:**
 - d. Designated Service Area and Service Unit Counts: Contractor is assigned to a Designated Services Area and authorized to invoice Service Units for Designated Services (trash, recyclables and yard waste) and other services as described herein.
 - e. Service Unit Changes: City and Contractor acknowledge that prior to the Contract start date and during the term of this Contract it may be necessary or desirable to add or delete service units, which will be reflected in the service unit count, which shall be updated electronically, including Cart RFID and address, and transmitted to the City as an updated Service County database.
 - f. Service Unit Additions: Contractor shall provide collection services described in this Contract to new service units within 10 business days of receipt of notice from the City to being such collection services. The City shall determine the type of collection services to be provided to any service units that are added.
Contractor shall add the service unit count additional requested by the City and invoices delivered to the service units accordingly.
 - d. Unit Count Verification and Reconciliation: The number of service units used for billing purposes shall be verified and reconciled monthly

by 1) adding the number of occupancy permits for structures requiring collection services as issued by the Building Department 2) deleting the number of complete demolition permits for residential structures issued by the Building Department; or 3) in any other manner agreed on by the City and Contractor. Verification and reconciliation of unit counts for all other unit counts shall be completed by physical unit count prepared by Contractor and submitted to the City in electronic form as provided for above.

- e. Updated Route Maps: Contractor shall revise the collection service route maps to show the addition or deletion of service units as provided above and shall provide such revised maps to the City.

10. Compensation Penalties, Deductions and Credits: The City and Contractor agree that the following deductions, credits and penalties may be applied.

a. Liquidated Damages: The City and Contractor agree, in addition to any other remedies available to the City, the City may notify Contractor of the following assessed amounts and Contractor shall make payment to the City within twenty (20) business days in the amounts specified below as liquidated damages for failure of Contractor to fulfill its obligations, not otherwise excused by this Contract, as determined by the City. These amounts are liquidated damages for losses suffered by the City and not a penalty.

- i. Failure to clean up spilled refuse or wash down a street as request by the City to eliminate objectionable odors \$25.00 for each instance.
- ii. Failure to clean vehicle, conveyances, containers, docks, yards, shop and other equipment as provided in the specifications \$50.00 for each instance.
- iii. Failure to complete all routine pickups by 7:00 pm on the scheduled day \$100.00 for each failure or neglect of repeated instance at the same site.
- iv. Failure to collect solid waste, recyclables and yard waste within one business day after notification of a complaint \$100.00 each failure or neglect of repeated instance at the same site.
- v. Commingling refuse from private collections with City refuse in vehicles assigned to the performance of this Contract \$500.00 for each instance.
- vi. Failure to maintain to maintain vehicle in operable condition and a reasonably acceptable appearance after inspection and notice by the City \$500.00 for each instance.
- vii. Using vehicles assigned to the performance of the Contract to make private collections, except that Contractor may use such vehicles for other collections on days that are not City collection days

\$500.00 for each instance.

b. Procedure for Assessment and Review of Liquidated Damages: The City may assess liquidated damages by providing the Contractor with a written notice of the liquidated damages assessment and the basis for such assessment within five business days of the occurrence. At the end of each month during the term of this Contract, the City may send Contractor on a statement for the remittance of the payment of the liquidated damages assessed during the prior month.

The liquidated damages assessment shall become final unless, within ten business days of the date of the notice, Contractor provides a written request for a meeting with the City to present evidence that the assessment should not be made. The City shall schedule a meeting between Contractor and the City as soon as reasonable possible after timely receipt of Contractor's request. The City shall review Contractor's evidence and render a decision sustained or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to Contractor. In the event Contractor does not submit a written request for a meeting within ten business days of the date of the notice, the City's determination shall be final and Contractor must pay the liquidated damages as provided for above.

The City's assessment or collection of liquidated damages shall not prevent the City from exercising any other right or remedy, including the right to terminate this Contract, for Contractor's failure to perform the work and services in the manner set forth in this Contract.

c. Recycling Rebate: Contractor shall rebate in a quarterly payment due on the anniversary date of this Contract, 50% of Contractor's MRF recycling rebate exceeding \$30.00 a ton for any month during the entire period when the MRF rebate exceeds \$30.00 a ton. Contractor shall provide the City with monthly reports and validating documentation from the processing site utilized for the City's Recyclables identifying Contractor's MRF rebate per ton amount, along with the total tons delivered that month on behalf of the City, the total amount of Contractor's rebate and the amount, if any, of the rebate that will be due the City at the anniversary date.

11. Invoices and Payments

a. Billing to Service Units: Contractor shall provide quarterly invoices to the Service Units based on Contractor's Compensation Schedule, contained in this document. Invoices will be paid in advance by the Service Units.

Invoices shall be mailed on the ____ and payment shall be due_____

- b. Form of Invoice: The form of the invoice shall be written, with Service Unit having an elective option to receive the invoice in electronic form.
- c. Invoice Schedule:
- d. Monthly Report: For and in consideration of the collection service performed in accordance with the Contract, Contractor shall submit to the City a monthly report, detailing monthly total activities, to include service units, amounts billed, amounts paid, amounts past due (and age of receivable), new service requests, quantities and number of loads of trash, recyclables and yard waste and any other services provided under this Contract. The report shall also list delinquent payments including, names, addresses (and service address, if different), and parcel identification numbers.
- e. Electronic Payment: Service Units paying quarterly invoices electronically shall received a 3% discount from Contractor's Compensation Schedule. Service Units must sign up through the Contractor's website for the on-line payment option which shall not require electronic invoicing in order to receive the discount.
- f. Senior Citizen Discount: Senior Citizens (a homeowner 65 years of age or older) are eligible for a 5% discount with the authorization of the City and subsequent notification provided to Contractor.
- g. Annual Pre-Payment Discount: Service Units may annually pre-pay for collection services. Annual pre-payment will entitle the service unit to a 5% discount, which will be applied at the time of payment.
- h. Cumulative Discounts: All discounts are cumulative and shall be applied at the time of Payment.
- i. Service Suspension Credit: Service Units may notify the Contractor and suspend collection services for time periods at their discretion, during which time Contractor is to provide a drive-by availability of the Contract Service but is not required to collect solid waste, recyclables and/or yard waste until the Service Unit notifies Contractor to resume collection. If a Service Unit requests suspension of collection services for a consecutive period of a month or longer, then such Service Units will receive a credit prorated by a weekly basis. The weekly pro-rated

credit shall be calculated by multiplying the monthly rate by 12 and then dividing the total by 52. Each Service Unit may receive a maximum credit of \$20.00 annually.

- j. Delinquent Invoices: Contractor shall make every effort to collect unpaid invoices from service units. Unpaid invoices after 90 days shall be considered delinquent. The Contractor shall provide to the City a monthly and annual listing of delinquent invoices. The reporting period shall be from July 1 of the current year to June 30 of the next year. The City shall assign delinquent amounts to the property tax rolls, which amounts shall be considered to be a lien against the subject property and shall be collectable and enforceable in the same manner as property taxes under the General Property Tax Act. After assignment of delinquent amounts to the tax rolls, the City shall forward to Contractor payments of such delinquent amounts received from the service units or Oakland County.
- k. Vacant or Foreclosed Homes. Contractor may continue to invoice vacant or foreclosed homes until the Contractor is notified by the City to discontinue service or that there has been a transfer of ownership. The City will provide to the Contractor monthly reports on ownership transfers reported to the City.
- l. Payment Disputes: Payment disputes from Service Units shall be the responsibility of Contractor.
- m. Quarterly Settlement: Within 60 days after the end of each calendar quarter, Contractor and the City shall agree upon a quarterly settlement that will include the City's collection of delinquent invoice payments, and amounts Contractor collects from the Service Units that is passed through to the City for administration pursuant to the terms of this Agreement. Contractor or City, as applicable, shall pay to the City or Contractor, as applicable any amounts due.

12. Uncontrollable Event. Except for the City's obligation to pay amounts due under this Contract, any failure or delay in performance by either party under this Contract due to an Uncontrollable Event shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.