

**City of Inkster  
Request for Qualification  
Municipal Refuse Collection**

**A. GENERAL INFORMATION AND SCOPE OF  
WORK**

It is the intent of the proposed Contract to provide for the collection and transportation of approximately 8,900 refuse and compost stops in the City of Inkster, both residential and commercial, as well as providing a curbside recycling program, if financial resources enable curbside recycling to be included in the scope of the contract, subject to the terms, conditions, definitions and directions as set forth in the Contract documents; said documents to consist of Notice to Bidders, Request for Proposals, General Specifications, Proposal Form, Bonds, Noncollusive Affidavit Statement, and Agreement Form.

Use of masculine gender in all Contract Documents shall by this reference mean to include both masculine and feminine genders.

The City of Inkster will be conducting a bid opening **on Wednesday November 17, 2021, at 2:00 pm**. Three copies of the Bids covering the work in the Contract Documents shall be enclosed in a sealed envelope clearly labeled "Bid for Refuse Collection". Sealed bids will be accepted until **Wednesday November 17, 2021 at 1:00 p.m.** at the:

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City of Inkster  
Office of City Clerk  
26215 Trowbridge  
Inkster, MI 48141

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Each bidder shall have the responsibility to fully acquaint himself with all aspects of the conditions surrounding the Contract, including the city layout, street system, location of disposal sites, operation of disposal sites, equipment storage requirements, quantity and quality of the refuse and other related factors. He shall also acquaint himself with State, County and Local laws and ordinances, the operational rules of the disposal site, and the Central Wayne County Sanitation Authority Rules and Regulations that may affect his work. The disposal site for the refuse not including compost, shall be at the **Woodland Meadows Landfill Site, 5900 Hannan, Wayne, MI 48184**.

**A MANDATORY pre-bid meeting is a requirement of this Request for Qualifications. The meeting will be held at the Inkster City Hall, 26215 Trowbridge Inkster, MI 48141 on October 27, 2021 at 3:00 pm, City Council Chambers. Questions regarding this RFP may be directed to Jerome Bivins at [jbivins@cityofinkster.com](mailto:jbivins@cityofinkster.com). The deadline for questions is October 20, 2021 by 3:00 pm.**

Each proposal shall list **five (5) references** that have had at least three years of similar service with your organization. List municipal references first.

Failure or omission of any bidder to examine any instrument, form or other document, visit the site and acquaint himself with the existing conditions, number of pickups, laws, rules, etc., shall in no way relieve him from any obligation with respect to his bid or to the Contract.

The total number of units, for which the Contractor will be paid at the unit price bid, are listed on the proposal form.

All bidders, in performing the work under this Contract, shall abide by the rules and regulations contained herein and such other rules and regulations as the City may promulgate.

A general description of the scope of the Contract work is set forth in the Contract Documents as defined above, and all bids shall be deemed to include the satisfactory performance by the successful bidder of all work set forth in the said Contract Documents, including, but not limited to, the following:

- \*\*\* All refuse collection (approximately 8,900 units) shall be performed at the curb, and/or common property pickup points as designated by the City.
- \*\*\* Collection of appliances and other bulky items shall be made at the curb and/or as designated by the City.
- \*\*\* The Contractor shall be responsible for the proper disposal of all appliances that contain freon and the freon contained in each appliance.
- \*\*\* Residential units shall be picked up once per week on the day, as scheduled on the collection day map (see attached map on page RFQ-14).
- \*\*\* Collection of separated compostable yard waste in special bags or durable containers, as designated by the City, under a City mandated separation program. Provide and service seven (7) front load containers (up to six yards in capacity) at no additional cost to the City as may be requested by the City and at the following locations:
  - A. One (1) container at City Hall to be picked up once per week;
  - \*\*\* B. One (1) container at Police Department to be picked up once per week;
  - C. One (1) container at Fire Department to be picked up once per week;
  - D. One (1) container at Parks & Recreation Center to be picked up once per week.

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The Contractor shall provide the City of Inkster with a list of current equipment necessary to implement the Contract. The equipment shall be available for inspection by the City before the Contract is awarded. Equipment six (6) years or older shall be prohibited for use in the City of Inkster.

The Contractor shall have a Field Supervisor assigned to the City of Inkster. His duties shall be directly related to the efficient pickup of refuse in the City of Inkster. The Supervisor shall familiarize himself with all routes including Commercial and Residential and shall make daily checks to assure the pickup as scheduled.

The Contractor shall collect from additional properties or cease collection from specific properties as when requested by the City.

Collection of separated compostable yard waste and leaves shall be a seasonal collection, which will begin April 1<sup>st</sup> each year and will end December 15<sup>th</sup> each year. This is a mandatory separation program for collection of compostable yard waste from all residential units. The Contractor shall pick up compostable yard waste from all units that have placed the materials at the curb in bags or durable containers. Compostable yard waste picked up in conjunction with this mandatory separation program shall be kept separate from other refuse and delivered to the disposal site in accordance with their regulations. Paper bags or durable containers used in this program will be supplied by others and are not the responsibility of the Contractor.

## **B. FORM OF PROPOSAL**

All proposals shall be made on the forms attached hereto. Prices stated in the proposals shall be clearly written or typed. All information called for on the proposals shall be furnished to enable a fair comparison of bids to be made.

## **C. WORK EXPERIENCE/FINANCIAL STABILITY**

All bidders are requested to submit with their proposals, a written statement indicating the firm's experience in municipal type refuse collection. All bidders must include audited financial statements for their last two fiscal periods.

## **D. CONFORMITY TO SPECIFICATIONS/ALTERATIONS**

Proposals shall be made in full conformity to all conditions as set forth in the Specifications and Instructions to Bidders. Any alterations, erasures, or interlineations in the specifications, specifically of the instructions, or of the accompanying proposal will be considered irregular and could be subject to rejection by the City. In case any explanation, additions, alterations, or options (such as a scenario where residents are required to put all refuse in wheeled rolling totes, fewer than 5 collection days per week, residents required to limit trash to what can fit in rolling totes) are to be offered, they shall be

indicated on separate sheets attached to the proposal form and referred to therein.

## **E. INSURANCE COVERAGE**

The Bidder shall, before commencing performance of the Contract, be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies approved by the State Insurance Commissioner and licensed to write insurance in the State of Michigan. All such insurance carried shall not be less than the kinds and an amount designated herein and as outlined in Sections F-L below and the Bidder agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Bidder to any such kinds and amounts of insurance coverage. All policies issued shall protect, indemnify and hold harmless the City of Inkster, its agents and employees from any and all claims for damages to persons or property as may arise out of the performance of this Contract.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the Bidder.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Inkster at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustee in bankruptcy, receiver, assignee, trustee, and the successor in interest of the Bidder.

### **Bidder agrees to procure and maintain insurance and a performance bond as follows:**

1. **Fidelity Bond:** Contractor shall immediately provide the City of Inkster with a Fidelity Bond in the amount of \$200,000 dollars protecting the City from any misfeasance, malfeasance, fraud, and/or any other improper act by the Contractor or its officer's, agents, or employees.
2. **Worker's Compensation and Employer's Liability Coverage:** Coverage or insurance in accordance with the applicable laws of the State of Michigan for all of Bidder's employees to be engaged in performing Work under this agreement. In case of subcontracted work, Bidder shall require each subcontractor to provide the same standard of Worker's Compensation insurance for their employees unless Bidder specifically covers such employees.
3. **Bidder's Liability & Property Damage Insurance:** Bidder shall procure and maintain during the life of this Agreement and performance of Work, Commercial

General Liability, and Automobile Liability Insurance, to protect City and Bidder from and against all claims, damages, losses and expenses arising out or resulting from the performance of these services, as detailed herein, with insurance companies or through sources approved by the State Insurance Commissioner. City reserves the rights to require higher limits should it deem it necessary in the best interest of the public.

- a. The insurance policies shall include City, its elected officials, employees, attorneys and agents as Additional Named Insured on a Primary Basis without limitation, and shall include others if required by the Agreement documents.
- b. Certificate of Insurance and a separate page showing the Additional Named Insured Endorsement shall be filed with City before execution of the Agreement, for a primary policy of commercial general liability insurance, meeting the requirements set forth herein. This Certificate shall be subject to approval by City as to company, terms and coverage. Failure of the Contractor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the Agreement and of any and all obligations regarding the same.
- c. Certificate of Insurance and accompanying Additional Named Insured Endorsement, shall print the following under the description field: **"Municipal Refuse Contract"**
- d. Bidder shall not begin work under this Agreement until all required insurance has been obtained and until City has formally accepted and approved such insurance, nor shall Bidder allow subcontractor to commence work until the same insurance requirements have been complied with by such subcontractor. Said insurance shall provide coverage to Bidder, any subcontractor performing work provided by this Agreement, and City. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of Bidder or any subcontractor, or by anyone directly or indirectly involved or employed by either of them.
- e. Approval of the insurance by City shall not relieve or decrease the liability of the Bidder for any damages arising from Contractor's Work.
- f. Insurance shall provide, at a minimum, the types of insurance coverage, liability limits and endorsements as set forth below and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage's listed below shall protect the Bidder and City from claims for damages of bodily injury, including death resulting there from, as well as claims for property damage, which may arise from operations under this Agreement, whether such operation be by itself or by any subcontractor or by anyone directly

employed by either of them, it being understood that it is the Bidder's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project.

- g. Commercial General Bodily injury and Property Damage Insurance and shall include:
    - i. Premises & Operations;
    - ii. Owners and Contractors Protective;
    - iii. Products Liability including completed Operations Coverage;
    - iv. Contractual Liability;
    - v. Broad Form Property Damage;
    - vi. Commercial Form (to include Extended Bodily Injury)
    - vii. Employees as Additional Insured;
    - viii. Explosion, Collapse & Underground Hazard;
    - ix. Independent Contractors;
    - x. Personal Injury;
    - xi. Stop Gap; and
    - xii. Cross Liability Clause
  - h. Professional Liability Insurance including Errors and Omissions as appropriate to Work performed. Professional Liability Insurance including Errors and Omissions shall be written on a following form basis with limits of in no case less than \$5,000,000.
  - i. Automobile Bodily Injury and Property Damage Insurance sufficient to cover any driving that is directly required for the performance of the stated Work, but with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$5,000,000 in aggregate.
  - j. General Liability (Commercial General Liability Insurance) shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$5,000,000 in aggregate.
  - k. Umbrella Liability Insurance shall be written on a following form basis with limits of, in no case less than, \$5,000,000.
4. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from Work operations under this Agreement.
5. The coverage provided by the General Liability and the Automobile Liability is primary to any insurance maintained by City.
6. The inclusion of more than one insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall

operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

7. The Certificate of Insurance cancellation clause shall be amended to read: *Should any of the above described policies be cancelled, changed or reduced in coverage before the expiration date, the issue company will mail 30 day written notice through certified mail, to the certificate holder(s), specifically:*

**City of Inkster  
26215 Trowbridge  
Inkster, MI 48141  
Attention: City  
Clerk**

8. There shall be included in the General Liability Insurance contractual coverage sufficiently broad to insure the provisions of Section M entitled "Hold Harmless Agreement."
9. Such insurance shall be maintained as required above, and any additional coverage's and limits as City may from time to time specify to protect City, its successor and assigns from any claims, losses harm, costs, liabilities, damages, and expenses (including but not limited to reasonable attorney's fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to Work performed.
10. Failure to comply with provisions contained herein shall not waive the responsibility of the Contractor to provide the required protection.

**F. OWNER'S PROTECTIVE LIABILITY -  
COVERAGE SHALL BE OCCURRENCE FORM**

Bidder to pay and provide Policy to be written with the City of Inkster as the insured for Owner's Protective Liability Coverage per occurrence as follows:

General aggregate Each occurrence  
\$5,000,000  
\$5,000,000

\*Certificates shall show that X, C and U coverage is included.

**G. DAMAGE CLAIM PROCESSING**

The Contractor shall endeavor to resolve all third party claims within 60 days of  
RFQ-7

receipt of written notice of claim. The Contractor shall provide the Claimant with a written acknowledgement of receipt of a claim within 15 days of its receipt, with a copy of this to the City. The Contractor shall provide the City with a written statement of the status of all claims every 15 days until all claims are resolved. The Contractor shall also provide the Claimant a written status report of their claim within 30 days of receipt of claim and every 15 days thereafter until resolution of claim. Copies of all status reports shall also be provided to City.

#### **H. OBLIGATION TO EXECUTE CONTRACT**

The successful bidder or bidders shall be required to execute the Contract and to furnish sureties as hereafter specified within five (5) days after receiving notice of acceptance; and, in case of his refusal or failure to do so, he shall be considered to have abandoned all of his rights and interest in the award, and his certified check or bid bond declared to be forfeited to the City as liquidated damages and is not a penalty, and the Contract may be awarded to another bidder or bidders acceptable to the City of Inkster.

#### **I. RIGHT TO ACCEPT, REJECT AND WAIVE DEFECTS**

The bidder shall supply evidence that he is capable of commencing work by the commencement date of the contract, which is February 7, 2022.

The City reserves the right to accept any proposal, to reject any and all proposals in whole or in part and to waive any defect or irregularity in any proposal if it is deemed to be in the best interest of the City of Inkster.

Any alteration, erasure, or interlineation in the specifications, specifically of the instructions, or of the accompanying proposal will be considered irregular and could be subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal and referred to therein.

#### **J. LEGAL CONDITIONS**

The Contractor agrees to abide by all Federal, State, County and Local laws and regulations.

## **K. HOLD HARMLESS AGREEMENT**

The Contractor hereby agrees and undertakes to indemnify and save the City harmless of and from all claims, demands and rights of action of every name, nature and description whether arising under State or Federal statutes, or at common law, for injury or alleged injury to persons whether employees of the City, or to the Contractor or to employees of the Contractor or to third parties and for damages or alleged damage to the property, regardless of to whom it may belong or in whose custody it may be, arising through, on account of, or out of this agreement and the services performed hereunder, whether said services have been performed negligently or otherwise. The Contractor undertakes and agrees that in the case of claim injury or damage, the Contractor will, upon notice from the City, settle, adjust or defend the same at its sole cost and expense, and without expense to the City and will pay any judgement rendered therein together with the costs of the court, including any other court costs or attorney fees that the City might incur in defending the claim.

## **L. ASSIGNMENT OF CONTRACT**

The Contractor shall not assign this Contract or any subsequent contract to any person or persons unless such assignment or subcontracting is approved in writing by the City. Before and if any such approval shall be provided by the City, the Contractor shall provide the City a Payment Bond in the same amount and manner as the Performance Bond required in Section L of this Request for Proposal. The subcontractor may not be changed without prior approval of the City of Inkster.

## **M. TERM OF CONTRACT/PAYMENT**

The term for this Contract will begin on the "commencement date" (see section **K**), and end on June 30, 2024.

The Contractor shall be paid by the City on a monthly basis, following the completion of satisfactory performance of Contract during the previous month. Such payment shall be based on the number of collection units serviced for that month at the unit bid price.

Payment shall not be deemed due less than 30 days from date of invoice. Acceptable forms of payment must be indicated on the proposal form.

## **N. CITY RIGHT TO COMPLETE**

Said Contract shall contain a provision that in the event the Contractor shall fail, neglect, or refuse to perform any or all of its duties under said Contract, the City shall take whatever action necessary to perform the obligations of this Contract and will charge all costs related to the performance of this Contract to the Contractor. Time is of the essence in the performance of this Contract. In the event of default by the Contractor in the performance of its obligations hereunder, the City may at its option, in the event of an emergency, terminate this Contract and re-award it on an emergency basis if the City

deems said action to be appropriate and in the best interest of the City. The actual costs incurred by the City in re-awarding said Contract on an emergency basis shall be deemed to be liquidated damages and shall be charged back against the Contractor herein.

#### **O. CITY'S RIGHT TO INSPECT**

1. Work under this Agreement shall be subject to review and examination by City at all times and shall be subject to its approval. Contractor shall periodically confer with City during the course of work, and shall be subject to the direct administration of the City. Contractor shall prepare and present any information and materials (e.g. a detailed report of completed Work) as may be pertinent, necessary, or requested by City to determine the adequacy of the work as it progresses or to determine Contractor's progress.
2. The making (or failure or delay in making) such examination shall not relieve Contractor of responsibility for performance of Work in accordance with this Agreement, notwithstanding City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide City sufficient, safe and proper facilities and equipment for such inspections and free access to such facilities.
3. For a period of twelve months past the expiration or cessation of this Agreement; Contractor, upon request of the City, during normal business hours, shall promptly furnish City or its agent access to and with information related to this Agreement (Contractor's books, documents, records papers) for purposes of examination (including copying and audit of) to determine that the objectives and conditions of this Agreement are being fulfilled.
4. Contractor shall submit to the City a continuously updated list of all companies, corporations, and partnerships in which each officer, agent, or employee of the Contractor is affiliated and the type of affiliation involved including "*Doing Business As*" names.
5. Contractor shall submit a continuously updated list of names of all of its officers, agents, and employees to the City. Such officers, agents, and employees shall have no convictions for listed offenses within the last five (5) years. In the event any officer, agent, or employee of the Contractor is convicted of a listed offense related in any way to the Work performed by Contractor, this Agreement shall be automatically terminated and rendered null and void. If any officer, agent, or employee of the Contractor is convicted of a listed offense, an administrative review by the Chief of Police may be conducted to determine continued use of the Contractor, which may result in a null and void contract if the Contractor does not achieve remedy. For purposes of this subsection, "listed offense" means a crime involving vehicles or vehicle parts, robbery, burglary, fraud, receiving and concealing stolen property, operating while intoxicated or impaired, reckless driving, fleeing and eluding a police officer, or any felony.

6. Contractor shall submit continuously updated list of all business equipment used to perform Work including the itemized list of towing equipment and vehicles submitted by the Contractor in the bid, which is incorporated herein by reference hereto.

**P. BUSINESS ENTITY**

The bidder shall identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), or corporation, and indicate official capacity of persons executing proposal and bid.

**Q. CONTRACT EXTENSION**

Both the City and the Contractor may extend this Contract for any period of time upon sixty (60) day advance written notification and mutual agreement. Negotiations will take place at the time by persons authorized by the Mayor and the Contractor. Any extension must be approved by the City Council.

**R. SECTION 209**

A contract to which the state, political subdivision, or any agency thereof is party shall contain a covenant by the Contractor and his subcontractors not to discriminate against an 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, or marital status. Breach of this covenant may be regarded as a material breach of the Contract. Contractor further agrees to comply with all other Local, State and Federal Laws regarding Fair Employment and Labor Standards including but not limited to ADA and Elliott-Larsen Laws and provisions.

**S. CONFLICT OF INTEREST**

If subsequent to entering into the Contract, a City official, his or her spouse, child or parent shall become directly or indirectly interested in the Contract, the City shall have the right to terminate the Contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest. The City official shall have no vote on any issue involving the Contract during the thirty (30) day period.

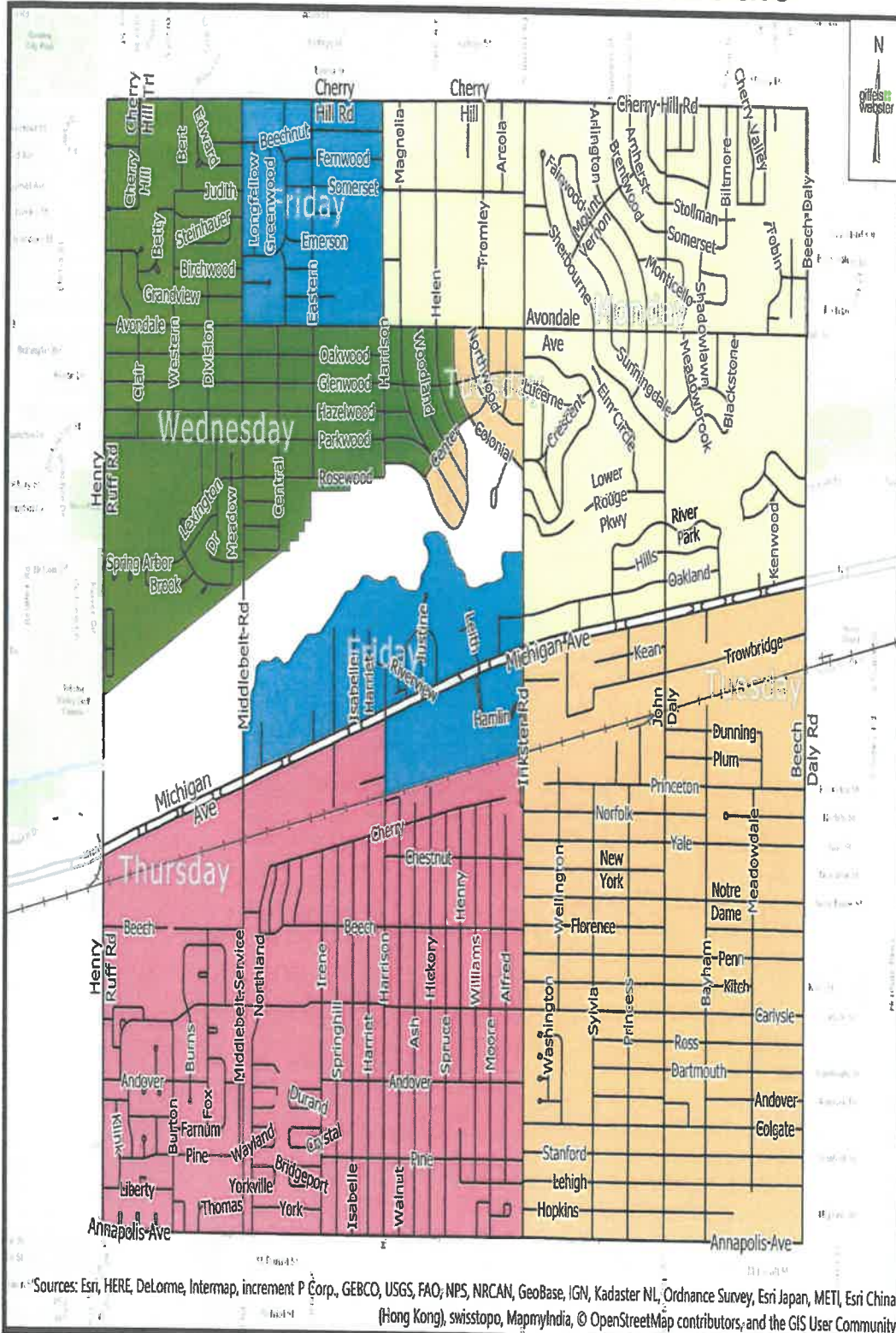
**T. NON-PERFORMANCE BY CONTRACTOR-PENALTIES**

1. The Contractor shall be deemed to have failed to make collections provided in the Contract when it fails on any collection day to collect and remove Residential Refuse and other materials the Contractor is obligated under the Contract to collect, from less than one hundred percent (100%) of the eligible households

ordinarily and normally receiving collection services on such collection day. Effective ninety (90) days from the commencement of refuse collection, if the Contractor has collected Residential Refuse or other materials which the Contractor is obligated to collect from less than one hundred percent (100%) of the eligible households and businesses on such collection day, it shall pay or credit to the City, as appropriate, the following amounts:

- a) If Contractor returns upon that same day to collect the refuse previously uncollected, there is no penalty.
  - b) If Contractor collects such previously uncollected refuse on the next day, Contractor shall pay a \$200.00 per site late fee.
  - c) If Contractor fails to collect the refuse within two day after the scheduled collection day, then the Contractor shall pay an additional \$500.00 per site late fee.
  - d) If, because the Contractor has failed to correct the problem, the City performs a service for which the Contractor has failed to perform, the Contractor shall pay \$400.00 per day for each vehicle hired or used by the City, and \$400.00 per day for each person used or employed by the City for performing such substitute service.
  - e) Any failure, by the Contractor, to clean-up oil, fluid, trash, and compost spills, and other messes within a four-hour period of being notified of such occurrences will result in a \$200.00 penalty (per occurrence).
2. In addition to the above penalties, if the Contractor materially breaches its obligation to collect refuse under its Contract with the City, or the Contractor breaches any other of its obligation then the City may, upon 72 hours' written notice, elect to terminate this agreement.
  3. In the event that the City claims that Contractor has materially failed to carry out its obligations under this agreement, the City shall so notify Contractor, in writing. Such notice shall specify in separately numbered paragraphs the manner in which the City contends that Contractor has failed to carry out such obligations. During the 20-day period following the notice by the City, Contractor and the City shall meet to discuss those matters on which there is a difference of position relative to Contractors performance and Contractor shall correct the matters in which it agrees need correction. If, after the expiration of the 20-day period, the City is not satisfied with the resolution of the issue, the City may, if it so elects, terminate this agreement.

# Refuse Collection Schedule



6303 26 Mile Road  
 Washington, MI 48094  
 P: (586) 781.8950  
 F: (586) 781.8951  
[www.giffelswebster.com](http://www.giffelswebster.com)

## Refuse Collection

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

\*All Commercial Refuse Collected on Friday

Section: T-02-S, R-09-10-E  
 Last Update: 2017-10-30

Printing Scale  
 8.5" x 11"  
 1:24,000

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# GENERAL SPECIFICATIONS

## DEFINITION OF TERMS

1. **Residential Unit** – Residential means a place of abode of a person or persons living separately or together as an independent family. The unit count shall adjust every six months based upon the actual number of residential water bills. Those homes that have more than one unit shall be counted not as one home but by the number of units within that home.
2. **Commercial Unit**– Non-residential unit, including Industrial sites, designated by the City.
3. **Types of Refuse**
  - a. Household Wastes – includes animal and vegetable waste resulting from handling, preparation, cooking and consumption of foods and all other organic matter subject to rapid decomposition, as well as cardboard, paper, cartons, boxes, tin cans, bottles, glass, crockery and ordinary waste from residential and business establishments. Refuse shall also include items too large for regular hand pickup such as discarded furniture, appliances, toys, tools, clothing and similar materials. Contractor will not be responsible for collecting hazardous materials, liquids of any kind, yard waste mixed with solid waste; dead animals; large automobile/truck parts including whole tires; stone, rock, dirt, steel, iron; large amounts of construction/demolition material or any other material banned by State Law.
  - b. Ashes – Includes residue from fires used for cooking or heating buildings.
  - c. Compostable Yard Waste – Includes grass clippings and leaves when placed at the curb in either special containers or bags not to exceed forty (40) pounds each. It also includes, brush, Christmas trees and stumps (no diameter limits) not exceeding forty (40) pounds.
  - d. White Goods – includes stoves, water heaters, refrigerators and air conditioners. Removal of freon is Contractor's responsibility and incidental to bid.
  - e. Residential Wheeled Cart-shall be defined as one (1) approximately 95 gallon wheeled cart, for the use of the resident to contain their weekly residential refuse.
4. **CWCSA** – Shall mean Central Wayne County Sanitation Authority. Located at 3355 S. Wayne Road, Wayne, MI 48184.
5. **City** – The word "City" shall mean the City of Inkster, Michigan.
6. **Contractor** – shall mean the company contracting with the City of Inkster to collect the City's refuse pursuant to this RFP. It shall also mean "Bidder".
7. **DPS** – Shall mean the City of Inkster Department of Public Service.

## DAYS OF COLLECTION

Collections shall be scheduled for a five (5) day week, except where, due to holidays or unforeseen circumstances, it may be necessary to work on Saturday. In no case will

collections be allowed on Sunday unless approval has been given in writing by the Mayor or his authorized representative.

## **HOURS OF COLLECTION**

The collection shall not be started before seven (7:00) a.m., unless special permission is received from the Mayor or his authorized representative who shall be solely authorized to make any modification of the hours of collection. No work shall continue past seven (7:00) p.m. Collection of refuse, compost or any other items outside these designated times is strictly prohibited and may only be done so with the authorization of the Mayor or his designee.

## **COLLECTION ON HOLIDAYS**

Refuse shall not be collected on the official holidays which at the present time include the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Where the schedule is interrupted because of a holiday, or any other factor that causes a delay in the normal collection schedule, it shall be the duty of the Contractor to take all measures necessary to return to the normal collection schedule by the Saturday following the holiday.

## **WEIGHT TICKET**

All weight tickets or other documentation from the Woodland Meadows Landfill will be provided directly to the CWCSA by the landfill operator.

## **ACCEPTABLE CONTAINERS AND LOCATION**

1. Residential Wheeled Cart: The Contractor shall provide each and every household with residential wheeled carts. At the start of the contract, the contractor shall deliver to each home a cart to be used for refuse. In those situations where the property has multiple carts, the contractor shall provide a cart for each existing cart. A smaller cart, approximately 65 gallons in capacity, will be made available for those that are physically challenged, after the initial commencement of the program. Carts will be maintained by contractor and replaced at no cost to the residents for normal wear and tear. Normal wear and tear does not include the cleaning of said carts; this is the responsibility of the resident. Should a cart be damaged due to the negligence of the resident, or lost or stolen, a replacement charge as indicated in the proposal will be remitted by the resident in advance of delivery of a new one. All carts will remain the property of the contractor. However, residents will be allowed and encouraged to mark/label the carts provided for their location with the address of their property. The replacement of damaged carts, as well as the sale of additional carts will be done by the Contractor.
2. Additional Containers used for all refuse collection shall be water tight, plastic/metal containers equipped with lift handles and tight-fitting covers; acceptable plastic bags or

other containers of a type and design which have been previously approved by the Mayor of the City of Inkster or his authorized representative.

For residential buildings, household waste containers, including designated compostable yard waste containers shall not exceed forty (40) pounds in combined weight, including the weight of the container, except for mechanically handled containers. In the case of residential refuse and compost collection, there shall be no limit to the number of containers or other approved containers, or the amount of refuse to be collected at any one (1) location.

When the refuse/compost to be removed exceeds the capacities of the containers regularly employed, it may be wrapped in bundles and securely tied, but in no case are the bundles to exceed four (4) feet in length or exceed forty (40) pounds.

3. No refuse container need be collected if combined weight of the container and contents exceeds forty (40) pounds, except for mechanically handled containers or for special pickup items.
4. If at any time a container (or other refuse) is not collected because of nonconformance to the above requirements, it shall be tagged by the Contractor stating the reason the collection was not made. Tags shall be provided by the Contractor and approved by the Mayor or his authorized representative. A daily report shall be submitted to DPS of all containers (or other refuse) not collected due to nonconformance. If a container (or other refuse) is not tagged or reported, then the Contractor will be subject to penalties pursuant to Section X of the request for proposal.
5. All residential refuse shall be picked up at the curb or rear alley as designated by the City. Emptied containers shall be returned standing upright to the curb with the container top intact. In case an alley is located at the rear or side of developed property in a commercial or industrial zone, refuse receptacles shall be placed near the alley. At no time are emptied containers to be left in any city street or alleyway. Other areas where an alley is not present, receptacles shall be placed at a location designated by the Mayor or his authorized representative.
6. Final determination of acceptable manner of containing wastes shall be at the discretion of the City with the above rules one (1) through four (4) as the final objective for compliance. In particular, the continued utilization of residential wheeled carts is to be a primary objective of this contract.

## **SCHEDULES**

Schedules for collection shall remain the same as they are now. Map is located in the Request for Qualification.

## **NEW PROPERTIES**

The Contractor, after requested by the Mayor or his authorized representative, must immediately extend contracted services to any new residence, multiple dwelling, condominium or business during the term of this Contract.

## **EQUIPMENT**

The Contractor must provide all equipment required for performance of its obligations hereunder. The vehicles used for collection shall have a completely enclosed, water-tight, compaction-type body and shall be properly designed so that the wheel-to-axle loads with a fully-loaded body shall not exceed the schedule of weights allowed by the laws of the State of Michigan, County of Wayne and the City of Inkster.

If it is not possible to fully load the body and stay within the limits of the law, the Contractor will be required to reduce the loads in the body until they conform to the law. One-man collection vehicles will be acceptable. Sufficient equipment and personnel must be furnished to make one (1) complete collection from the entire City within five (5) days.

The Contractor shall also provide additional open-type vehicles needed for special pickup items.

The Contractor shall have available standby collection equipment in the event of equipment breakdowns.

The Contractor shall provide the City of Inkster with a list of current equipment necessary to implement the Contract. The equipment shall be available for inspection by the City before the Contract is awarded. Equipment six (6) years or older shall be prohibited for use in the City of Inkster. The equipment shall be painted uniformly and must be maintained in good condition. Each piece of equipment shall be assigned a number and that number will be clearly painted on the sides of the vehicle. The equipment shall be cleaned as often as necessary to keep it presentable and reasonably free from objectionable odors.

The City shall have the authority to inspect any and all CDL related walk-around, post inspection documents at any time.

Employees of the Contractor must be dressed in proper attire at all times. Such attire shall be uniform in nature and shall be subject to the approval of the City. Employees of the Contractor shall also exhibit appropriate, professional behavior and conduct at all times.

The Contractor's equipment and local facilities shall be subject to inspection and rejection by the Mayor or his authorized representative. Rejected equipment must be repaired or replaced by the Contractor as soon as reasonably possible.

## **FIELD SUPERVISOR**

The Contractor shall have a Field Supervisor whose duties shall be directly related to the efficient pickup of refuse in the City of Inkster. The Contractor shall provide the City with the name and cellular telephone of its' designated Field Supervisor. The Supervisor shall familiarize himself with all residential and commercial stops and make a daily check to assure pickup as scheduled.

## **ONGOING OPERATIONS/COMPLAINTS**

After the initial success of the contract start, the contractor will maintain a high level of service through focused attention to the City. The contractor will focus on providing consistent dependable service. Trucks shall be able to be in constant communication with the infield supervisor and the customer service department for safe and prompt resolution of any potential problems. The route supervisor will have daily personal contact with a designee of the City concerning any service opportunities or problems. The contractor shall maintain a strict preventive maintenance program to ensure an adequate number of trucks are available every day. The Contractor's municipal general manager will be in regular communication with the City to discuss contract progress, resolve any outstanding issues, and plan for upcoming events.

All complaints of residents and/or business establishments concerning the collection and removal of refuse will be received by the Contractor and a written report shall be transmitted (to an email address provided by the City) daily.

The Contractor shall investigate every complaint and, where the same involves a failure to collect refuse which in all regards complies with the City Ordinance requirements, he shall make such collection the same day. Penalty for non-compliance with this section is as provided in section X of the Request for Proposal

The City will encourage residents to phone in any complaints regarding the contractor's operation directly to the City.

The City may elect to order the removal of any particular truck driver/operator, or particular piece of equipment, for any reason by written demand to the route supervisor. Said personnel /equipment is not to be re-utilized in the City.

## **CLOSED STREETS**

Service shall not be discontinued because of streets which are closed temporarily due to construction or for an unforeseen emergency.

## **DISPOSAL SITE**

All refuse collected shall be disposed of in accordance with this paragraph. The disposal site shall be at the Woodland Meadows Landfill, which is located at 5900 Hannan, Wayne, MI, or at any other disposal site designated by the CWCSA, or the City of Inkster, or within similar distance as the CWCSA-designated site.

Disposal of wastes shall be governed by the Landfill rules and regulations. The charge for disposal at this site will be paid by the CWCSA.

### **CHANGE OF PROCEDURE AND/OR DUMPING SITES**

If the City of Inkster or the CWCSA requires a change in the disposal site to a location more than ten (10) miles one way, further away from the City of Inkster than the current disposal site, the Contractor shall be paid the difference in one-way mileage at the price per mile negotiated and agreed upon for each loaded vehicle trip. For the purposes of this calculation, the distance shall be calculated from the closest point in Inkster to the new disposal site along streets or roads that permit vehicles of the gross vehicle weight and size used by the Contractor. This provision shall apply to both compostable and non-compostable refuse.

### **LEAF DISPOSAL/YARD WASTE**

All bagged leaves or leaves in containers that are set out separately on rubbish collection day shall be picked up by the Contractor. Yard waste will be collected weekly beginning April 1<sup>st</sup> through December 15<sup>th</sup>. All yard waste collections shall take place on the same day as solid waste collection. Yard waste must be in biodegradable paper bags or placed loose in 10-35 gallon cans clearly marked with a "Yard Waste" sticker. Positively NO plastic bags will be accepted. Branches and twigs must be bagged or tied in bundles no larger than 2 feet by 4 feet long or 50 pounds per bag or bundle. No tree trunks or stumps weighing over 50 pounds will be accepted.

All yard waste will be delivered to the Contractor's compost facility. The cost of collection and disposal will be included in the bid unit price.

### **CHRISTMAS TREES**

Christmas trees shall be collected and disposed of by the Contractor from December 26<sup>th</sup> through January 15<sup>th</sup>.

### **SPECIAL PICKUP ITEMS**

White Goods and items too bulky or large for load packers shall be picked up on the regular collection day. Such special pickup items include hot water tanks, mattresses and box springs (considered one item), refrigerators and other household appliances, including, but not limited to, kitchen and laundry appliances, furniture, etc. Residents will be allowed only one item per week. If the contractor requires advance notice, the resident will be required to call the contractor directly no later than 3 P.M. the day before pick up is desired. The City will not coordinate the pick-up of these items with the residents.

### **CONTRACTOR TELEPHONE AVAILABILITY**

The Contractor shall maintain mobile phone service for receiving calls from City personnel. The telephone service is to be staffed by the Contractor during the hours which coincide with

collection on weekdays, Monday through Friday, excluding holidays, but including any necessary Saturday collections.

### **LEVEL OF SERVICE PROVIDED COMMERCIAL ESTABLISHMENTS (HAND STOPS)**

Hand Stops are commercial establishments not using front-end service containers, which are serviced similar to residential stops. The Contractor shall accept new commercial establishments that Mayor or DPS Director may require during the term of this Contract. The Contractor will be compensated for commercial hand stops at the unit price in the proposal.

### **ROLL OFF CONTAINERS**

The Contractor shall provide and service three (3) containers at the DPS yard for debris.

### **FRONT LOAD CONTAINERS**

The Contractor shall service five (5) front load containers at the following locations:

- A. One (1) container at City Hall to be picked up once per week;
- B. One (1) container at Police Department to be picked up once per week;
- C. One (1) container at Fire Department to be picked up once per week;
- D. One (1) container at Inkster District Court to be picked up once per week;
- E. One (1) container at Parks & Recreation Center to be picked up once per week.

### **Cart Service**

- Proposal is for unlimited (cart plus additional volume) service
- The City requires that bidders utilize the following cart standards:
  - The container shall meet ANSI Z245.60-1999 and ASNI Z245.30-1999 Type Bar/Grabber specifications. The container must be manufactured under strict ISO 9001 Certification guidelines. The container must be uniform in color which will be approved by the City.
  - This specification has been selected by Inkster for the following reasons: (1) Durability (2) Stability in windy conditions (3) System wide aesthetics (all sizes the same basic design) (4) Ergonomics (Efficient footprint to allow for easy garbage storage and passage through doorways and gates) (5) Molding Process – Injection Molded Only.

### **Recycling**

- The Proposal Form enables separate proposals for citywide weekly and bi-weekly recycling programs. Proposal form has options to allow for different type containers (18 gallon bins or wheeled toters). Implementation of a curbside recycling program will be dependent on availability of funds.

- The Proposal form has a location to indicate price for operating a Drop-off Center recycling program. Drop-off center will not be utilized if curbside recycling is utilized.
  - There is a place on the proposal form for a separate voluntary subscription recycling program. The Contractor will bill subscription recycling directly to participating residents. This will not be necessary if a city-wide curbside recycling program is implemented.

## **FUEL ESCALATOR**

The Contract is based upon the price of diesel fuel as determined by the Oil Prices Information Services (OPIS), effective on July 1, 2018. The contractor shall be entitled to a \$0.07/unit increase OR decrease if diesel fuel prices go up OR down by \$0.20/gallon at any given time during the term of this contract. Adjustments shall be based on a monthly average of the OPIS index and shall be made quarterly and reflected in the next month's invoice.

## **GOVERNMENTAL SURCHARGES**

Bid Price includes "all" governmental surcharges in effect on the effective date hereof. Should additional taxes, charges, surcharges, fees and ordinances be imposed by governmental authorities on the collection services after the date hereof, the parties agree that they will negotiate in good faith to determine an equitable division of such costs insofar as they apply to the subject matter of this agreement. Contractor shall not be entitled to any increase associated with violations of law, regulations, ordinances, or permit conditions.

**CITY OF INKSTER**  
**FORM OF PROPOSAL**

**PLEASE SUBMIT ENTIRE 2-PAGE PROPOSAL AND DOCUMENTATION IN  
DUPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Inkster, Michigan.

State Terms:

\_\_\_\_\_

Delivery: \_\_\_\_\_

State Warranty on Equipment: (where applicable) \_\_\_\_\_

Make and Model: (where applicable) \_\_\_\_\_

**PROPOSAL: Weekly Curbside Residential/Commercial Collections (once per week including compost as an annual bid spread over 12 months, even though not collected for full year).**

1. Weekly curbside semi-automated solid waste collection which includes yard waste collection:

\$\_\_\_\_\_ per unit/per month

2. Yard waste processing/disposal:

\$\_\_\_\_\_ per unit/per month

3. Additional Collections for commercial containers over and above once per week:

\$\_\_\_\_\_ per pick up

4. Additional service for clean-ups over and above 15 pulls per occurrence:

\$\_\_\_\_\_ per pull

5. Pick up of all materials and items set out for pickup, including move outs, put outs, or special events (verified by photographs):

\$\_\_\_\_\_ per pick up

**Proposal: Weekly and Bi-weekly Curbside Recycling.**

(Please note: Proposals for recycling service may or may not be accepted with the successful proposal for refuse collection at the City's sole discretion.)

Weekly curbside program:

Bi-weekly curbside program:

Container size and type: \_\_\_\_\_

Container size and type: \_\_\_\_\_

Cost per unit: \$ \_\_\_\_\_

Cost per unit: \$ \_\_\_\_\_

Total monthly cost: \$ \_\_\_\_\_

Total monthly cost: \$ \_\_\_\_\_

**PLEASE CONTACT JEROME BIVINS, DEPARTMENT OF PUBLIC SERVICE DIRECTOR, AT [jbivins@cityofinkster.com](mailto:jbivins@cityofinkster.com) WITH ANY QUESTIONS ON THE BID SPECIFICATIONS.**

**Company Information**

Date \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Names and address of principal officers and owners (attach additional sheet if needed):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Signed this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
By:  
Its:

**REFERENCES**

1. Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

2. Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

3. Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

4. Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

5. Name of Firm \_\_\_\_\_ Contact \_\_\_\_\_  
Phone \_\_\_\_\_ Email \_\_\_\_\_

## CITY OF INKSTER

### **NON-DISCRIMINATION CLAUSE**

In connection with the performance of work under this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age\* or sex\*. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, national origin, age\* or sex\*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age\* or sex\*.

(3) The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section.

(4) The contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended which may be in effect prior to the taking of bids for any individual state project.

(5) The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.

(6) In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have

been violated, and/or declare the contractor ineligible for future contracts with the state and its political and Civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which, cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

(7) The contractor will include, or incorporate by reference the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission. \*\*and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

**\* SECTION 3a (a) ACT NO. 344, PUBLIC ACTS OF 1965, AS AMENDED BY ACT NO. 349, PUBLIC ACTS OF 1966, READS:**

**"IT IS AN UNFAIR EMPLOYMENT PRACTICE:**

**(a) FOR ANY EMPLOYER, BECAUSE ANY INDIVIDUAL IS BETWEEN THE AGES OF 35 AND 60, OR BECAUSE OF THE SEX OF ANY INDIVIDUAL, TO REFUSE TO HIRE OR OTHERWISE TO DISCRIMINATE AGAINST HIM WITH EMPLOYMENT. ANY SUCH REFUSAL TO HIRE OR DISCRIMINATION SHALL NOT BE AN UNFAIR EMPLOYMENT PRACTICE IF BASED ON LAW, REGULATION, THE REQUIREMENTS OF ANY FEDERAL OR STATE TRAINING OR EMPLOYMENT PROGRAM OR ON A BONA FIDE OCCUPATIONAL QUALIFICATION AND EXCEPT IN SELECTING INDIVIDUALS FOR AN APPRENTICE PROGRAM OR AN ON-THE-JOB TRAINING PROGRAM INTENDED TO HAVE A DURATION OF MORE THAN 4 MONTHS."**

**\*\* Except for those:**

1. Subcontracts for goods or services in any amount of less than \$5,000.
2. Subcontracts entered into with parties employing less than three employees.