

**CITY OF MARINE CITY**  
**SEALED PROPOSAL REQUESTED FOR**  
**RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL**

ADVERTISEMENT FOR BIDS

Sealed proposals, will be received at the Marine City offices, 303 S. Water Street, until:  
November 26, 2018 at 2:00 p.m.

At that time, all bids will be publicly opened and read aloud. The City reserves the right to reject any or all bids, to waive or not waive irregularities in bids or bidding procedures, and to accept or further negotiate price, terms or conditions of any bid determined by the City to be in its best interest whether or not the lowest bid.

Bid documents may be obtained from the City Clerk's Office.

Please clearly mark sealed bid envelopes:

Residential Solid Waste Collection and Disposal Proposal

Kris Baxter  
City Clerk  
City of Marine City

PUBLISH: November 2, 2018

**City of Marine City**  
**Residential Solid Waste Collection and Disposal Proposal**

**Instructions to Bidders**

1. Any and all bids must be delivered to and received at the City Offices, 303 S. Water Street, on or before the date and time specified in the Advertisement for Bids.
2. If further information regarding this bid is required, please contact the City Manager, Elaine Leven, at 810-765-0513.
3. The term of this contract will be three and a half years but may be extended at the option of the City of Marine City for up to two additional years. Contract commencement date shall be January 1, 2019.
4. Bidder changes or alterations to bid documents including specifications may result in a bid being rejected.
5. All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through contract completion. Approval and award of a bid shall not constitute a formed contract, and the approval and award of a bid is contingent and conditioned on entry into a written contract acceptable to the City.
6. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify and hold harmless the City of Marine City, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Marine City against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Marine City, its elected and appointed officials, employees, volunteers or other working on behalf of the City of Marine City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
7. A successful bidder shall procure and maintain for the term of the contract Worker's Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance in accordance with the Bid Specifications.

**City of Marine City**  
**Residential Solid Waste Collection and Disposal Proposal**

**Bid Specifications**

**DESCRIPTION OF WORK**

These specifications describe the required service for the weekly street-side collection and disposal of all garbage, refuse, yard waste and miscellaneous solid waste from all residential premises in the City. There are currently 1,582 residential stops within the City requiring service.

The successful Bidder shall be the sole provider of waste collection and removal services to residential premises in the City, but others may render service to non-residential premises in the City.

The Bidder warrants that sufficient sites for the proper and lawful disposal of waste will be available to the Bidder during the full term of this contract.

**COLLECTION SPECIFICATIONS**

Collection of solid waste shall be made from each residential unit in the City, without limitation as to the number of containers at each residential unit (subject to the following provision dealing with an amount of solid waste over two cubic yards) once each week on regularly maintained routes, and according to a fixed schedule, which shall be subject to City approval.

Any solid waste that cannot be recycled or composted shall be placed by the resident in containers with no maximum size as long as weight of container does not exceed fifty pounds or in standard plastic type trash bags. Any material that will not conveniently fit in containers, such as carpeting, shall be tied and bundled and not to exceed four feet in length. Such bundles must be placed with containers at the curb or road edge. Containers, bags or bundles shall not exceed fifty pounds.

The successful Bidder shall furnish complete services for the street-side collection and processing of commingled recyclables. The Bidder shall provide a list of all approved recyclable items. The successful Bidder will deliver recycling bins as needed to the City Public Works Office for distribution to residents. Please indicate cost, if any, of recycling bins and provide specifications of the containers as part of the bid proposal. The successful Bidder shall provide weekly pick up of recyclables from the City Offices. If you do not provide recycling services or plan to discontinue them in the near future, please note that on the proposal.

The successful Bidder shall collect yard waste consisting of bagged leaves and grass clippings, brush and tree branch trimming (in tied bundles not to exceed four feet in length and two feet in diameter). Vegetable stalks, Christmas trees and similar materials not suitable for composting will be collected with solid waste. Yard waste collection services shall be provided beginning on the first Monday of April and continuing through November 30 each year.

The successful Bidder shall collect miscellaneous bulk waste which generally consists of appliances, Freon containing units (with the successful Bidder responsible for Freon removal), and furniture. Up to four bundles of lumber and boards that are no longer than four feet in length and one foot wide with nails flattened or removed, and are bundled and tied securely will be picked up.

The proposal rate shall include the dumping and disposal charges for all solid waste collected.

### **COLLECTION SCHEDULE**

The collection for the entire City shall be completed on one day of the week, currently that day is Tuesday.

### **HOURS OF OPERATION**

The successful Bidder shall not commence work in the City prior to 7:00 a.m. nor continue work in the City past 7:00 p.m. In the instance that the scheduled collection day for the week falls on or after a listed legal holiday, the waste collection service shall be provided on the next business day.

The City observes the following legal holidays:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

## **DISPOSAL EQUIPMENT AND PERSONNEL**

The Bidder will provide a description of the disposal vehicles to be used for the different types of pick up including gross vehicle weight. The equipment shall be modern, enclosed, leak-proof, packer-type which shall be kept in good repair for all residential waste disposal service. The successful Bidder shall provide employees who are properly licensed and trained, who are professional, courteous and competent. The successful Bidder also agrees that working under the influence of alcohol or controlled substances by its drivers and crew members, as well as texting and driving, is strictly forbidden and may constitute grounds for contract termination.

## **INSURANCE**

The successful Bidder shall procure and maintain at its own expense during the term of the contract and supply *proof* of the following insurance coverage:

- Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- Owners Contractors Protective Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and/or aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Marine City shall be “Named Insured” on said coverage.
- Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, all non-owned, and all hired vehicles.
- Workers’ Compensation Insurance, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

The successful Bidder shall not commence work under the contract until it has obtained the insurance required hereunder. All coverages shall be with insurance carriers licensed and admitted to do business in Michigan. All coverages shall be with carriers acceptable to the City of Marine City.

On Commercial General Liability and Motor Vehicle Liability Insurance, the following shall be Additional Insureds: the City of Marine City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

Workers’ Compensation, Commercial General Liability, Owners Contractors Protective Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating sixty (60) days advance written notice of cancellation or non-renewal shall be sent to the City Manager.

Prior to execution of a contract with the City, the successful Bidder shall provide the City with certificates of insurance and/or policies for the required coverages in a form acceptable to the City.

### **CARE AND DILIGENCE**

The services to be rendered by the successful Bidder shall be performed in a professional, orderly and efficient manner. The successful Bidder shall not litter premises during the process of making collections, nor shall the successful Bidder allow any refuse to blow or fall from any vehicle used for collections. The successful Bidder shall clean up any spills during the collection process. The successful Bidder shall repair or replace, at Bidder's expense, containers damaged as a result of Bidder's handling of the containers, reasonable wear and tear excepted. The successful Bidder shall replace lids and covers on containers immediately after emptying.

### **CONTACT PERSON**

The successful Bidder shall provide, in writing, the name of a contact person, a phone number and an emergency number that the City shall use for the reporting and disposition of problems. Any complaint for failure of collection shall be investigated by the successful Bidder immediately and if verified, a special collection shall be made within 24 hours of receipt of complaint.

### **CONTRACT TERMINATION**

The City of Marine City shall reserve the right to terminate the contract upon thirty (30) days written notice due to unsatisfactory performance or for any reason deemed to be in its best interest. The City Manager will be solely responsible for determining acceptable performance levels and the City's best interest, and the City Manager's decision shall be final. The City reserves the right to re-award or re-bid the contract in whatever manner it deems to be in its best interest.

### **BIDDER'S QUALIFICATIONS**

The Bidder must have a minimum of five (5) years experience in municipal solid waste collection and disposal.

### **REFERENCES**

The Bidder must submit a list of at least three (3) government agency references for which they have performed similar services. The list must include the organization's name, contact person's name and title, telephone number, email (if available) and length of service provided to reference.

### **FUEL ADJUSTMENT FACTOR**

If a fuel adjustment factor is being proposed, attach a spreadsheet to the bid which sets forth the base rate per gallon and the percentage increase or decrease to be applied and the maximum percentage increase that can be applied in a contract year.

### **TAXES**

The successful Bidder shall be responsible for timely and fully paying all applicable federal, state and local income, business, property, payroll, unemployment, sales and other taxes, assessments and levies, and shall hold harmless and indemnify the City against any liability for same.

### **COMPLIANCE WITH LAW AND REGULATIONS**

The successful Bidder must comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.

### **OTHER SERVICES OR PRODUCTS**

If the Bidder can provide additional products or services other than what are the minimum required in these specifications, please attach a description of the service/product. Examples of other products or services would include oversized household recycling containers, opportunities to recycle items not included in the household recycling pick up, hazardous waste disposal, and a spring clean-up event.

### **INDEPENDENT CONTRACTOR**

The successful Bidder shall be considered to be an independent contractor and not an employee or agent of the City.

### **SUBCONTRACT OR ASSIGNMENT**

The successful Bidder may not subcontract, assign or delegate services or responsibilities under this contract without the City's advance written consent.

**REFERENCES**

Please list the municipalities for which your company has provided similar services.

1. Agency \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Years service provided \_\_\_\_\_

Email of Contact \_\_\_\_\_

2. Agency \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Years service provided \_\_\_\_\_

Email of Contact \_\_\_\_\_

3. Agency \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Years service provided \_\_\_\_\_

Email of Contact \_\_\_\_\_

Please provide proof of minimum five years experience in municipal waste pick up services:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **PROPOSAL FOR SERVICES**

The Bidder proposes to do all of the work defined in the proposal and specifications for the prices stated below. The Bidder certifies and declares that this proposal warrants to the City of Marine City the following items:

1. The Bidder has examined the proposal and specifications regarding the scope of work.
2. The Bidder has examined the collection area and has become familiar with conditions surrounding the collection of solid waste.
3. The Bidder proposes to furnish all labor, equipment and materials necessary to perform the contract requirements and agrees that the rates are inclusive of dumping and disposal charges.
4. The work will be performed in accordance with all elements set forth in this proposal.
5. This proposal is made in good faith and without fraud or collusion.
6. This bid is based on conditions as determined by the Bidder and the bid is based solely upon the Bidder's own independent business judgment.

**TRANSITION PROCESS:** Please state your company's process to transition from the current company to your company, should you be awarded the contract, assuming you are not the existing company under contract. Please state the procedures that are in place to guarantee continued services, without interruption, during the transitioning from one vendor to another.

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**EXCEPTIONS AND/OR OTHER SERVICES:** Where an exception to any specification is taken, or other services are proposed, such exception or service shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

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**PROPOSAL FOR SERVICES (CONTINUED)**

The undersigned fully understands the requirements, therefore the costs to provide weekly collection and disposal of solid waste, curbside recycling (preferred to be included), bulk item pick-up and yard waste (April through November) plus Christmas tree removal shall be as follows:

The following rate billed per month for a three and a half year price proposal:

Year ½ – January 1, 2019 to June 30, 2019 \$\_\_\_\_\_ per unit/per month

Year 1 – July 1, 2019 to June 30, 2020 \$\_\_\_\_\_ per unit/per month

Year 2 – July 1, 2020 to June 31, 2021 \$\_\_\_\_\_ per unit/per month

Year 3 – July 1, 2021 to June 31, 2022 \$\_\_\_\_\_ per unit/per month

Does this bid include curbside recycling? \_\_\_\_\_

If yes, please include specifications on recycling bins and list of household recyclable items for street-side pick up as part of the bid proposal, and the cost to City (if any) for recycling bins: \_\_\_\_\_

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Contactor Representative Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

## **CHECK LIST FOR BIDDERS**

- \_\_\_\_\_ Proposal for services with weekly recycling pick-up
- \_\_\_\_\_ Cost of recycling bins, bin specifications and list of approved recyclable items
- \_\_\_\_\_ Description of any exceptions to the specifications or other services available
- \_\_\_\_\_ Transition process description
- \_\_\_\_\_ Contact information with authorized signature
- \_\_\_\_\_ Three references
- \_\_\_\_\_ Proof of five years of municipal experience
- \_\_\_\_\_ Description of vehicles to be used for pick up
- \_\_\_\_\_ Fuel adjustment spreadsheet if proposed