



CITY of IONIA

City Hall

114 N. Kidd Street, PO Box 496

Ionia, Michigan 48846

(616) 527-4170 www.cityofionia.org

REQUEST FOR PROPOSAL (RFP) SOLID WASTE AND RECYCLING SERVICES CITY OF IONIA

March 2, 2023

The City of Ionia, Ionia County, MI is soliciting bid proposals for the collection and disposal of residential and municipal solid waste and recycling services throughout the City. Bids are requested only from responsible and established bidders known to be experienced and regularly engaged in the work of solid waste collection and recycling services. Bidders will be required to provide satisfactory evidence that they possess the necessary capital, equipment, personnel, and experience to do the work.

Bid forms and specifications are incorporated as part of this RFP packet. Complete sealed bids and all required accompanying documentation must be submitted to the City in accordance with the instructions provided herein.

The City of Ionia will receive sealed bids at the City Manager's Office, Ionia City Hall, 114 N. Kidd Street, Ionia, Michigan 48846, for Solid Waste and Recycling Services as specified in this RFP at **10 am on Tuesday April 4, 2023**. Bids will be publicly opened and read at that time at the Ionia City Hall, 114 N. Kidd Street, Ionia, Michigan. **Bids will be submitted in sealed envelopes and plainly marked "SOLID WASTE AND RECYCLING BID - CITY OF IONIA." ALL PAGES OF THIS REQUEST FOR PROPOSAL MUST BE COMPLETED AND RETURNED FOR CONSIDERATION.**

All bids must also be accompanied by a bid bond, bank cashier's check, bank draft or certified check for \$20,000, made payable to the City of Ionia, as security for the acceptance of the contract.

The City of Ionia reserves the right to reject any and all bids, to renegotiate terms, and to otherwise accept any bid which, in the City Council's opinion and sole discretion, is most advantageous to the City.

Precia L. Garland

City Manager

CITY OF IONIA

**SOLID WASTE AND RECYCLING SERVICES
PROGRAM SPECIFICATIONS**

ARTICLE I
GENERAL REQUIREMENTS

1.1 **QUALIFICATION REQUIREMENTS**

Bids are solicited only from responsible solid waste disposal and recycling companies known to be experienced and regularly engaged in work of similar character and scope to that covered in this Request for Proposals (RFP). Satisfactory evidence that the bidder has the necessary capital, equipment, personnel, and experience to do the work is required. Bidders should provide detailed information about other municipalities to whom they provide similar services. The City reserves the right to independently investigate the bidder's qualifications and to take into consideration the results of such investigation. The bidder should become familiar with the City's needs and should point out any cost savings that may be available.

1.2 **BID FORM**

Sealed bids must be submitted on the bid forms furnished herein by the City. All bid amounts must be written and shown in figures in ink or typewritten together with all other data as required and will be legally signed with the complete address of the bidder given included. Bidders not responding to all information requested in this RFP may have their bids rejected. Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the specifications reflected in the RFP, and that the bidder agrees to abide by all stipulations and requirements contained in the RFP.

1.3 **BID BOND**

- a. Each bid will be accompanied by a certified or cashier's check on a responsible bank, or a bid bond by a recognized surety company similar to a U.S. Government Standard Form Bid Bond, in the amount of \$20,000 made payable to the City of Ionia. This financial security will be subject to forfeiture to the City in the event of failure on the part of the bidder to enter into an agreement to do the work specified by said bid at the price and within the time stated, therein. The bid deposit of all bidders, except the City's top three selections, will be returned within two (2) weeks after opening of bids. The bid deposits of the top three selections will be returned within 48 hours after executed contract(s) have been finally approved by the City. In order to be acceptable as financial security, a bid bond must be issued by one or more surety companies legally authorized to do business in Michigan that retain as

capital no less than the amount of the issued bond and said bond must be in form approved by the City.

- b. Further financial security in the form of performance bonds will be required of the bidder to ensure faithful performance of the work provided for in the RFP and to indemnify and save harmless the City from all liens, charges, claims, demands, losses, costs, penalties and damages of every kind and nature, whatsoever.

1.4. PRE-BID CONFERENCE

All prospective bidders are invited to a voluntary pre-bid conference on Tuesday March 28, 2023, at 10:00 a.m. at the Ionia City Hall, 114 N. Kidd Street, Ionia, Michigan. At this time, bidders will be allowed to ask any questions they may have regarding the solicited services.

1.5. RESPONSE DATE

- a. To be considered, sealed bids **must be received in the City Manager's Office**, 114 N. Kidd Street, Ionia, Michigan 48846, on or before 10 AM EST, Tuesday, April 4, 2023. The City Manager's Office is open Monday through Friday, between 8:00 a.m. and 4:00 p.m., excluding holidays. Bidders mailing bids should allow normal delivery time to assure timely receipt of their bids. No exceptions will be made to extend the bid deadline. Sealed envelopes containing bids must be clearly marked on the outside with the bidder's name and **"SOLID WASTE AND RECYCLING BID" - CITY OF IONIA.**
- b. All information submitted in the bid, including but not limited to prices, must remain valid and in effect for at least ninety (90) days past the submission deadline.

1.6. OPENING OF BIDS

All bids received will be publicly opened and read in the time and place specified in the cover letter. All bidders are invited to be present.

1.7. REJECTION OF BIDS

The City reserves the right to reject any or all bids, in part or in their entirety, to renegotiate terms, to waive any informality or defect in any bid, or to accept any bid which, in its opinion and sole discretion is deemed most advantageous to the City.

1.8. EXPLANATIONS

Questions, clarifications and explanations desired by a prospective bidder will be requested of the City in writing, and if responses are necessary, a reply will be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Every request for such explanation will be in writing and addressed to:

City Manager, 114 N. Kidd Street, Ionia, MI 48846, or emailed to the City Manager at pgarland@ci.ionia.mi.us. No inquiry or request received after 4:30 PM on Thursday, March 30, 2023 will be given consideration.

1.9 ALTERNATES OR ADDENDUMS

Bidders may identify alternate means of providing the services called for in this RFP at their discretion. This alternative in no way relieves the bidder from providing responses as requested in this RFP. The City is under no obligation to consider any such alternates that may be provided.

1.10 INCURRING COSTS

The City is not liable for any costs incurred by bidders prior to the signing of a written contract with the City.

1.11 MATERIAL SUBMITTED

All materials submitted as part of a bid will become the property of the City. The City reserves the right to use any or all ideas presented.

1.12 CONTRACT EXECUTION

The bidder to whom the Contract is awarded will, within ten (10) days after the notice of award, enter into a written contract with the City and furnish bonds as hereinafter specified. The bidder's failure to execute a contract within this time period will result in forfeiture of its bid bond to the City. The City will have the option to select from another bidder or to solicit new bids in such event.

1.13 BIDDER RESPONSIBILITY

Each bidder will have the responsibility to fully acquaint itself with this RFP and any or all of the other requirements as set forth in this document.

1.14 LENGTH OF CONTRACT

The City seeks a contract for an initial term commencing on July 1, 2023 and ending on June 30, 2028 with the possibility of two five-year extensions. The first such extension, if exercised, would be for a term of 5 years, through June 30, 2033. The second such extension, if exercised would be for a term of 5 years through June 30, 2038. The contract and any term extension will be subject to approval and annual appropriation by the Ionia City Council. In the absence of approval and appropriation, a contract issued pursuant to this RFP will be null and void.

ARTICLE II
SOLID WASTE AND RECYCLING SERVICES PROGRAM GUIDELINES

2.1 **DEFINITIONS:**

For the purpose of the RFP, the following words and phrases will have the meanings respectively ascribed to them:

Bulk Items: Items such as carpet, water softeners, mattresses and box springs, furniture, large appliances, and tires. Bulk items do not include construction and demolition debris, large automobile parts, bricks, concrete blocks, and large quantities of furnishings, and materials resulting from fire, basement flooding, or similar occurrences.

City Manager: The Chief Administrative Officer of the City of Ionia.

Containers or Receptacles: For the purpose of residential solid waste, containers or receptacles will mean bidder-supplied garbage and recycling containers with lids. Container capacity is to be agreed on between the City and the Bidder, but in no event will be less than 75 gallons.

Curb-side / Street-side Collection: The collection of solid waste that has been placed for pickup in appropriate containers or receptacles at the side of a public or private street adjacent to the abutting private property.

Contractor: An individual, partnership or corporation, operating in compliance with all licensing and other regulatory requirements that agrees to perform the work or service, or to furnish materials or equipment, or both, as set forth in the Contract.

Garbage: Discarded refuse, including wastes resulting from the handling, preparation, cooking and consumption of food and the storage and sale of food items. Also, other discarded household materials.

Recyclable Solid Waste: Source-separated materials, site-separated materials, empty aerosol cans, newsprint and glossy inserts, magazines, corrugated cardboard, glass bottles, jars and containers, ferrous and nonferrous cans and bottles, polystyrenes (Styrofoam), brown paper bags, paperboard, business/letter papers, aluminum, and polyethylene terephthalate (PET) and high density polyethylene plastics (HDPE) as listed in Michigan Public Act 414 of 1988, MCL 299.481, *et seq.*, (Plastics number 1 through number 7) whether or not labeled in accordance with said Act.

Refuse: For the purpose of this RFP refuse will have the same meaning as solid waste.

Residential Structure: Any building or structure containing ten or less residential units within the City.

Residential Unit: A single-family house, and each unit of a condominium, cooperative, duplex house, or apartment building that is used for residential purposes.

Solid Waste: Garbage, rubbish, ash, debris, and municipal waste, excluding construction and demolition debris. Solid waste does not include human body waste, liquid waste, recyclable materials that have been separated either at the source or a processing site for the purpose of recycling, yard waste, or any material that has been identified by State or Federal regulation to be unsuitable for disposal in a type II sanitary landfill.

Type II Sanitary Landfill: As defined in Michigan Public Act 451 of 1994 (as amended).

Unit Price: The monthly compensation for the solid waste, bulk items and recyclable materials collection and disposal services provided to each residential unit.

Yard Waste: Grass clippings, leaves, weeds, hedge clippings, garden waste, and branches no larger than four feet in length or three inches in diameter.

The above definitions are meant as guides for understanding and not binding explanations.

2.2 PROJECT NARRATIVE

The City of Ionia (City) is soliciting bids from qualified bidders for the provision of residential trash and recyclable materials collection services. The City intends to award a contract in response to this RFP process for residential refuse and recycling services in accordance with Section 1060.03 of the Codified Ordinances of the City of Ionia.

The contractor selected by the City will enjoy an exclusive contract, in that it will be unlawful for any other contractor that has not been contracted by the City of Ionia to provide residential refuse and recycling services to any residential structure in the City of Ionia. A start date for collection services will be set by mutual agreement between the City and the bidder, and is anticipated to be on or about July 1, 2023.

2.3 CITY GOALS AND OBJECTIVES

The City intends to provide solid waste hauling and curbside recycling for all residential units within residential structures in the City of Ionia. The City intends to make this a long-term service to the residents of the community, as it has done via contract with a licensed hauler since 2002. In procuring the services described

in this RFP, the City seeks to provide high quality public services that are convenient for its residents. In addition, the City seeks to provide services that help residents decrease the amount of solid waste sent to landfills, increase recycling practices, and reduce the redundancy of truck traffic.

2.4 RESERVATION OF RIGHTS

This request for bid proposals is a solicitation and not an offer to contract. The City reserves the right to reject any and all bids. The City further reserves the right to issue clarifications and other directives concerning this request for bids; to require clarification or further information with respect to any bid, and to determine the final terms of any contract. Acceptance of any bid will be based upon factors including, but not limited to: costs for service; completeness of bid; thoroughness of information provided; customer service standards; value added service; and prior successful bidder performance with waste collection systems similar to the scale described herein.

2.5 BASIS OF BID

Bids are solicited for the provision of solid waste and recyclables collection services to residential units in residential structures located in the City limits. A map of the City of Ionia limits is available at https://cityofionia.org/documents/City_of_Ionia_Zoning_Map_2022_Yakle.pdf

Bids will be submitted utilizing the forms provided in this Request for Proposals packet and will address the following items:

a. Pricing

The bidder will provide a bid indicating charges for weekly trash and bi-weekly recyclables removal, stated as a total monthly rate per residential unit. The bid should include the cost for removal of both trash and recycled material and will be separated by fuel expense and other operating expenses to produce a total monthly rate per residential unit. There will be no additional charge for refuse and recycling mobile carts/containers provided by the Contractor to be used by customers for collecting their refuse and recyclables.

Section 1060.04 (e) (7) of the Codified Ordinances of the City of Ionia permits an owner or occupant of a residential unit to elect to receive residential refuse collection by purchasing authorized garbage bags (or tags), sold in lots of 10. This option is typically marketed to and elected by senior citizens generating a small amount of monthly refuse. The bags must be placed on the berm or curbside for collection in the same manner as residential refuse containers and the Contractor will collect refuse in the authorized garbage bags (or with tags) at no additional charge. The bidder will provide a bid per authorized garbage bag or tag.

Rate adjustments will be made annually based on the original bidder's bid rate and will be based upon increases or decreases in fuel prices and other

operating costs. The Contract unit prices will be changed by the City of Ionia in an amount equal to the percentage of movement of the Bureau of Labor Statistics CPI and Department of Energy/Energy Information Administration fuel cost data for the twelve-month period ending in the month of March of each Contract year and will be based on the following:

1. The annual adjustment to the non-fuel portion of the monthly charge will be based upon the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index (CPI) for the U.S., all-items.
2. The annual adjustment to the fuel portion of the monthly charge will be based upon the fuel cost data for U.S. No. 2 Diesel Retail Sales by All Sellers, provided by the Department of Energy/Energy Information Administration.

The Contract unit prices modified as a result of this formula will automatically become effective on each anniversary of the Contract and will be binding on the Contractor for the subsequent contract year.

If the foregoing CPI and fuel cost data is no longer published, then another data source, recognized as authoritative in their place will be substituted upon agreement of the parties.

In the event of new, or amended local, state or federal laws or rules related to the collection, disposal, or processing of refuse or recyclables, the Contractor will bring such changes to the attention of the City, which will evaluate their impact on the direct costs of the contractor for consideration in a future rate adjustment.

RATE ADJUSTMENT EXAMPLE

Total monthly collection fee for solid waste and recycling	\$10.00
Non-fuel portion of fee (80%)	\$ 8.00
Fuel portion of fee (20%)	\$ 2.00
CPI for non-fuel portion of fee	4%
CPI for fuel portion of fee	40%

CALCULATIONS

Non-fuel adjustment	$\$8.00 \times .04 = \$.32$
Fuel adjustment	$\$2.00 \times .40 = \$.80$
Total adjustment	$\$.32 + \$.80 = \$1.12$
New monthly fee	$\$10.00 + \$1.12 = \$11.12$

b. Additional Services

The Bidder may provide a list of additional services that may be provided, together with a price list for such services. These services may include but are not limited to bulk item pick-up.

c. Mobile Carts

Bidder will provide information to the City about what type and size of mobile cart will be provided to customers for refuse and recycling collection.

d. Roadside Collection

The City has many types of streets within its boundaries. The bidder is responsible to acquaint itself with the special needs and accommodations that will be required for collection. The bid will include a statement of willingness by the bidder to collect on all streets in the City and a description of special accommodations, if any, that will be made to accomplish this.

e. Hours and Days of Operation

All collections will, except as expressly permitted by the City in writing, be limited to the hours between 7:00 a.m. and 6:00 p.m., of the day scheduled for collection (typically Monday through Friday.) No regular collection will be made on Sundays. Saturdays will be used as “make up days” when a holiday falls within a 5-day work week. The City will work with the selected bidder to divide the City into collection areas, and assign a collection day to each area. The bid should include a proposed schedule that meets this framework and that accommodates changes due to inclement weather and holidays.

2.6 TRUCKS AND EQUIPMENT

The City seeks in the bidder’s bid information about the size and types of trucks and automation that it proposes to use, as well as other equipment necessary for the job such as communication devices, GPS systems and others. The City reserves the right to visit the facilities of all interested bidders and observe the equipment used and operational methods. These site visits will be coordinated with the appropriate representative(s) from each of the interested bidders. Any contract entered into by the City may contain provisions regarding equipment weight, leak proofing, and similar performance standards satisfactory to the City.

2.7 PUBLIC INFORMATION MEETINGS

Upon selection, but prior to implementation of the solid waste and recycling services Contract, the selected Bidder may be required to participate with City staff and City Council in one or more public meetings that will describe the new service to City residents/customers. The Bidder’s representative must be familiar with the Contract, the scope of services and community engagement.

2.8 CUSTOMER SERVICE (SEE ALSO SECTION 3.9 OVERSIGHT & COMPLAINTS)

Complaints from City of Ionia residents regarding residential refuse and recycling services will generally be fielded/received by the City of Ionia and relayed to the

Contractor in a mutually agreed-upon manner or procedure. All complaints will be resolved to the satisfaction of the City within 48 hours of receipt.

Where any dispute arises between a resident and the Contractor as to the manner or placing of containers or bags for collection, the Contractor agrees that in the specific instance, collection will be immediately made even though, in its opinion, it is improperly placed or contained; and that it will immediately report the same to the City so that the two may adjust the situation, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes or disagreements between residents and Contractor's employees, and permitting the same to be handled by mutual discussion between the Contractor and the City.

2.9 RECYCLING PROMOTION

The City seeks in the bidder's bid a description of resources or other information (i.e., fliers, Contractor website) through which information will be provided to further encourage and promote recycling.

2.10 QUALIFICATIONS OF BID

The City requires the submission of the following certified supporting data regarding the qualifications of the bidder in order to determine whether it is qualified and responsible to meet contract requirements.

- a. Satisfactory evidence that the contractor possesses not less than five years of experience providing trash and/or recycling collection services.
- b. Evidence that the contractor is in good standing in the State of Michigan and Ionia County.
- c. A copy of the latest available financial statements of the contractor (or, if the contractor is a subsidiary or division, then a financial statement of the parent corporation).
- d. The names and resumes of the principal officers, partners, and/or officials. The name(s) and resume(s) of the individual(s) who will be responsible for the City contract.
- e. Such additional information as will satisfy the City that the contractor is adequately prepared to fulfill all of the terms of the contract.
- f. Satisfactory evidence that the contractor has not been sued, arrested or charged with illegal activities relating to the collection of and contracting for recycling and trash collection services.
- g. A list of all lawsuits involving the contractor in the State of Michigan during the preceding three (3) years.

ARTICLE III - GENERAL TERMS

The contract with the City will include, but not be limited to, general terms that are substantially as follows.

3.1 MAINTENANCE OF RECORDS AND REPORTING COPIES TO THE CITY

The bidder will maintain in its local office full and complete operation and customer service records that will be at all reasonable times open for inspection and copying for any reasonable purpose by the City. Reports will be submitted by the tenth day of each month to the City documenting the following information:

- a. The customers to whom service was provided;
- b. A log of complaints and resolutions for trash and recycling collection services;
 - i. A log of missed collections and responses;
 - ii. A listing of all accounts having a change of service during the month; and
 - iii. Weights in tons of garbage and recyclable materials collected by commodity and the final destination where these items were transported.

3.2 COMPENSATION PAYMENT SCHEDULE

- a. The bidder will bill the City monthly on a per account basis for services provided. Payment will be made by check within 30 days of invoice receipt.
- b. No less than 30 days prior to the start of the Contract, the bidder will coordinate with the City's Finance Department to establish mutually acceptable billing forms. The City will retain full auditing rights of bidder's accounting records as they pertain to the City's contract.

3.5 BIDDER RESPONSIBILITY

- a. Each bidder will have the responsibility to fully acquaint itself with all aspects of the conditions surrounding the contract, including, without limitation, the City layout, street system, location of disposal sites, operation of the disposal sites, equipment storage requirements, quantity and quality of the refuse and other related factors. The bidder will at all times comply with federal, state and local laws and ordinances.
- b. Bidders will be responsible for considering equipment costs, fuel costs, etc., throughout the term of the contract and the proposed extensions. Failure or omission of any bidder to properly estimate such costs or to examine any instrument, form, or other document, visit the site and acquaint itself with the existing conditions, number of pickups, laws, rules, etc., will in no way relieve a bidder from any obligation with respect to its bid or to the contract.
- c. The bidder will provide and install all of the required labor and materials, supplies, devices, vehicles, and tools needed to perform the required services.

- d. Each bidder will visit the various sectors of the City and will be deemed completely informed relative to traffic congestion, type of housing, type of business, population density, collection procedures required, labor and all other conditions and factors, local and otherwise, which would affect execution and completion of the work and its cost. Such consideration will include the arrangement and condition of existing structures and facilities, the availability and cost of labor, and facilities for transportation, handling and storage of materials and equipment. Normal development or redevelopment within the community must also be considered. All of these things will be properly investigated and considered in the preparation of the bidder's bid. There will be no subsequent financial adjustment for lack of such prior information.
- e. A bidder may be required to submit a sworn statement of financial responsibility, technical qualifications, and a performance record in a form and of a type reasonably satisfactory to the City, before a contract is awarded.

3.6 SCOPE OF PROJECT

- a. The bidder will furnish all labor, common tools, state-approved vehicles and other equipment, materials, building and landfill use fees, and will perform all the work described in these bid documents related to the collection or removal of solid waste, bulk items and recyclable solid waste in the City of Ionia.

CITY OF IONIA – SPECIFIC CHARACTERISTICS – 2023

Population	13,378 (2020 Census) – NOTE – this includes approximately 6,000 Michigan Department of Corrections inmates, for a net resident population of approximately 7,000.	
Area	3,548 Acres	
Street Mileage	26.51 Miles	
Units currently serviced by waste hauler		1,920
Average tons of monthly household trash		96
Average pounds of monthly recyclable materials		53,838

- b. The bidder will comply with all City ordinances, County, State and Federal laws, rules and regulations, including those pertaining to the collection, transportation and disposal of refuse and the employing of personnel and operation of motor vehicles therein including, but not limited Part 115, Solid Waste Management of the Natural Resources and Environmental Protection Act (Act 451 of 1994); <http://www.legislature.mi.gov/documents/mcl/pdf/mcl-451-1994-ii-3-115.pdf>
- c. The bidder will provide proof of access to a sanitary landfill and material recovery facility for the life of this contract.

3.7

COLLECTION ACTIVITIES

Solid waste and recyclables will be placed by the curb immediately adjacent to the street by the occupant of the premises served, except in the case where the premises abut upon a public alley or sufficient public driveway, in which event the solid waste, bulk item and recyclables will be set adjacent to the alley or other public driveway in a place where it can be conveniently removed by the bidder. Items must be readily accessible for pick-up no later than 6:00 AM of the scheduled service day. The bidder will not begin any collections under this program prior to 7:00 AM.

- a. Curb-side Solid Waste Collection and Disposal:
 - i. A total of 1,920 residential units are presently served through the current solid waste and recycling services contract.
 - ii. The bidder will provide collection, transportation and disposal of solid waste on a weekly schedule mutually agreed to between the City and bidder.
- b. Solid Waste Collection - Solid waste collection will include the collection of solid waste as herein previously defined. No yard waste commingled with solid waste will be collected within the solid waste collection. Residents will be responsible for the separation of recyclables from solid waste collection. The bidder will not be responsible for the collection of any yard waste.
 - i. Collection Restrictions – Unless otherwise specified in the contract, the bidder will pick up solid waste only in City approved containers.
 - ii. If containers are tipped over by the bidder, the bidder will pick up and haul away the remaining contents. Any spillage from the container before the bidder handles it should be picked up.
- c. Bulk Items
 - i. Residents may request on a pre-arranged basis and for an additional fee, the collection and disposal of bulk items from all residential locations within the City. A request for such services is considered separate from the services requested through this RFP and is private between the Contractor and the resident.
- d. Containerized Service for Commercial Establishments:
 - i. The bidder agrees to provide containerized solid waste removal to commercial establishments within the corporate limits of the City who request it. It will be up to the bidder and the customer to reach mutually agreeable terms for the requested service. This contract in no way prohibits a commercial establishment from contracting services with any company other than the bidder.
 - ii. The bidder will provide to the City containerized solid waste removal services at the locations, containers, and frequencies specified in Article

V. Separate bidding will be specified for these services and will have no bearing on the bids submitted for residential structure solid waste and recycling services. The initial bid price will be adjusted annually as it is for the residential contract as described under Section 2.5.

3.8 CURB-SIDE RESIDENTIAL RECYCLING:

The bidder will provide the City recycling program to all residential premises consisting of bi-weekly curbside collection of recyclables, transportation and delivery to a materials recovery facility, and an education program as specified herein.

- a. The bidder will base its bid on an average of 1,920 residential customers.
- b. The containers will be approved by the City of Ionia.
- c. Residents provided a container at no charge who subsequently lose such container will be required to replace it at the customer's expense.
- d. Delivery of recyclables - The bidder will be responsible to deliver all recyclable materials to a materials recovery facility (MRF) determined by the bidder. The bidder will be responsible for separation, processing and marketing of recyclable materials.
- e. Miscellaneous Requirements
 - I. All containers will have the necessary information on them indicating solid waste, recycling, etc. Each will also be color-coded or otherwise clearly designated for each use.
 - II. Once collection days are set by the bidder and City, this will become the official schedule and will only be changed through mutual consent of both parties in writing.
 - III. The bidder will be responsible for leaving areas to which it provides service in a clean condition and for the removal of any debris resulting from services provided under the contract.
 - IV. The City reserves the right to utilize any or all bid options, or parts thereof, or reject all options.

3.9 OVERSIGHT AND COMPLAINTS

The bidder will be represented in person or at all times have an authorized representative supervising the work. An auto-attendant only, with no ability to reach a live person to discuss customer service issues is not acceptable to the City.

- a. Complaints of missed pickups or service problems will be received primarily by the City (and/or the bidder) and will be immediately resolved by the bidder.
- b. The City will contact the bidder with a list of reported complaints, missed pickups, or service problem.
- c. The bidder will correct complaints the same day it is reported, or no later than 9:30 AM the following day.
- d. The bidder will provide its work crew or supervisor with a cellular telephone and/or pager that City personnel can use to contact them.

- e. The bidder will immediately service all complaints. In the event of a difference of opinion as to the validity of the complaint, the ruling of the City Manager, or his designee, will be binding on all parties involved.

3.10 EDUCATIONAL PROGRAM

A continuing educational program will be provided by the bidder to encourage residents to become involved in the proper use of solid waste and recycling collection programs. The educational program will be approved and monitored by the City. The program will include, but not be limited to, the use of advertisements in local media, program flyers, press releases, and articles for the City's newsletter and social media platforms. All written material and advertisements must be approved by the City Manager, or his designee, before any use in the City. The bidder will provide an outline of the proposed program prior to the effective date of any resulting contract, which may include presentations to schools and service clubs.

3.11 BID RESCINDED

Any bid not rescinded prior to the time of opening will be irrevocable and, if accepted by the City Council, will be deemed a contract enforceable in any Court of competent jurisdiction.

3.12 PICK-UP SCHEDULE

The bidder will provide once weekly curb pick-ups for solid waste and bi-weekly recyclable solid waste from all residences within the corporate limits of the City. The pick-up day may be changed only with the prior approval of the City and sufficient notification to those affected.

3.13 HOLIDAYS

- a. During any week when a holiday (as defined herein) occurs, the refuse pick-ups scheduled for the day of the holiday and the remainder of that week, will be made one day later in the week, for that week only. There will be no pickups made on Sunday.
- b. The holidays which will result in a rescheduling of the normally scheduled pick-ups, are the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

3.14 DAMAGE TO PROPERTY

The bidder accepts sole responsibility for any damage to any public or private property resulting from their performance of the work. The bidder will protect, defend and hold harmless the City and its officers and employees from any damage, claim, liability or expenses whatsoever, arising out of or connected with the performance of the contract.

3.15 INSURANCE

The City of Ionia must be named on all policies identified herein (except Workers' Compensation) as an additional insured. Prior to commencement of the work, the Contractor will purchase and maintain during the term of the project such insurance as will protect it, the owner(s) and the City of Ionia and its officers and employees from claims arising out of the work described in this Contract and performed by the Contractor, subcontractor(s) or sub-subcontractor(s) consisting of:

A Comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:

- a. All premises and operations;
- b. Explosion, collapse, and underground damage;
- c. Contractor's Protective Coverage for independent contractors and subcontractors employed by him;
- d. Contractual Liability for the obligation assumed in the indemnification or hold harmless agreement found in the General Conditions Section of this Contract;
- e. The usual Personal Injury Liability endorsement with no exclusions pertaining to employment;

A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired vehicles. In light of standard policy provisions concerning:

- a. loading and unloading; and
- b. definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.

The Contractor will purchase a Protective Liability Policy to protect the City, its officers and employees for any contingent liability for the work performed by the Contractor, the subcontractor(s), and the sub-subcontractor(s) under this Contract.

Umbrella, or Excess Liability: The City or its representative may, for certain projects, require limits higher than those stated under Limits of Liability that follow. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total

limit(s) requested. Umbrella or Excess policy wording will be at least as broad as the primary or underlying policy(ies) and will apply both to the Contractor's general liability and to his automobile liability insurance.

LIMITS OF LIABILITY

The required limits of liability for this insurance coverage's requested previously in this section will not be less than the following:

Workers' Compensation:

Coverage A – Compensation	Statutory
Coverage B – Employer's Liability	Statutory

Comprehensive General Liability:

Bodily Injury – Each Occurrence	\$1,000,000
Bodily Injury – Aggregate	\$2,000,000
Property Damage – Each Occurrence	\$1,000,000
Property Damage – Aggregate	\$2,000,000

Comprehensive Automobile Liability:

Bodily Injury	\$1,000,000
Property Damage	\$1,000,000

Protective Liability:

Bodily Injury – Each Occurrence	\$1,000,000
Property Damage – Each Occurrence	\$1,000,000
Property Damage – Aggregate	\$2,000,000
Umbrella or Excess Liability	\$2,000,000

3.16 **WORKERS COMPENSATION COMPLIANCE**

Bidder will also comply with all requirements of the Michigan Worker's Compensation law and will at his own expense, maintain such insurance, including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him. The bidder will provide the City with a copy of the worker's compensation compliance.

3.17 **INSURANCE POLICIES**

a. Prior to the effective date of the Contract, a certificate issued by the insurance company will be delivered to the Clerk stating that the City is an insured party under the policy and provide that the policy will not be terminated or the City removed as an insured party without thirty (30) day written notice being mailed to the City. In the event such coverage is not provided or lapses during the term of the Contract, then the City may, at its option, terminate the Contract. A breach of this provision will be a material breach of the Contract.

- b. The Clerk's title and address: "City Clerk, City of Ionia, 114 N. Kidd Street, PO Box 496, Ionia, Michigan, 48846."
- c. The bidder, to the fullest extent permitted by law, agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Ionia, its elected and appointed officials, employees, agents, attorneys and volunteers and others working in behalf of the City of Ionia 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 Ionia, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Ionia, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, resulting in whole or in part from negligent acts or omissions of Bidder, any Subcontractor, or any employee, agent or representative of the Bidder or any Subcontractor, including the death of, or damages suffered by Bidder's own employees or Subcontractors. Bidder will pay for any such claims, whether made against Bidder, the City or the City's officers, employees, agents, attorneys, Subcontractors, insurer, volunteers or assign, if the claim arises from the contract or actions described in this paragraph.
- d. It is understood and agreed by the bidder that the following will be additional named insured: The City of Ionia and 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 will be primary to the additional insures, and not contributing with any other insurance or similar protection available to the additional insures, whether said other available coverage be primary, contributing or excess.
- e. Bidder's insurers must be licensed to do business in the State of Michigan.
- f. The provisions of this Section 3.17 shall survive any termination of the contract.

3.18 PERFORMANCE BONDS

The Contractor will, within ten (10) days after the award of the Contract, and before the Contract will take effect, furnish and deliver to the City of Ionia an annual performance bond in the amount of fifty thousand (\$50,000) dollars with corporate surety acceptable to the City guaranteeing performance of the Contract. In case of failure or neglect to do so, the Contractor may be considered to have abandoned the contract, and the bond or check accompanying the proposal will be forfeited to the City of Ionia. The City reserves the right to extend this ten-day period if, in its opinion, circumstances justify such an extension.

9

LICENSED

The bidder will provide proof that the firm is qualified and, if required by law, properly licensed to perform the work called for in this contract.

3.20

ASSIGNMENT OR SUBCONTRACTING

The bidder will not assign, subcontract or otherwise transfer its duties and/or obligations under the contract without the prior written consent of the City. Such consent does not release the bidder from any of his obligations and liabilities under the contract. Violations of this specification will result in a material breach and instant forfeiture.

3.21

INVOICING AND PAYMENTS

The bidder will submit to the City an invoice at the end of the month for which services have been performed. The invoice will, by type of collection, indicate the number of units that were provided service that month. The City will pay such invoices on a monthly basis, generally not later than thirty (30) days after the submission of invoices.

3.22

PERSONNEL REQUIREMENTS

- a. All employees of the Contractor must be employed in compliance with all applicable Municipal, County, State, and/or Federal laws. The Contractor will be responsible for ensuring that employees driving any and all equipment necessary to complete the requirements of the Contract with the City of Ionia have a current, valid driver's license and/or endorsement of the State of Michigan for equipment being driven as required by law.
- b. Fair Employment Practices - Bidder agrees that there will not be any discrimination against any employee or applicant for employment, to be employed in the performance of the contract, with respect to hire, tenure, term, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of sex, race, color, religion, national origin, ancestry, handicap or any other bias prohibited by State or Federal law or regulations.
- c. Bidder's Payment of Taxes - The bidder will be solely responsible for:
 - i. Payment of wages to its work force in compliance with all Federal and State laws, including the Federal Wage and Hour Act.
 - ii. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the bidder under State and Federal law.
 - iii. Payment of all applicable Federal, State or Municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
 - iv. The bidder will indemnify and hold the City of Ionia harmless from all claims arising from the foregoing payment obligations of the bidder.

- v. The City of Ionia is a governmental unit and as such is exempt from payment of all State and Federal taxes.

3.23 QUALITY OF SERVICE

- a. The intent of any resulting contract(s) is to obtain clean, courteous, well scheduled and well executed collection of all items called for in this RFP with problems kept to a minimum and corrected immediately.
 - i. Collection will be accomplished with as little noise or other nuisance as possible.
 - ii. The bidder will be competent, courteous, and orderly while on the job.
 - iii. The bidder will pick up any materials scattered during or prior to collection and will return containers in a neat and orderly manner.
- b. As is the intent of any contract, the City expects the bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document.
 - i. The bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City.
 - ii. The City wishes to avoid inconveniencing the public as much as possible.
 - iii. The bidder will file all documents outlined in this RFP in a timely and well-organized manner.

3.24 SERVICE REQUESTS

- a. The City will provide the bidder a daily report outlining all service requests that will be promptly and properly adjusted by the bidder.
- b. The bidder agrees to provide the City with direct telephone numbers, office and mobile, of the district supervisor, the district supervisor's immediate supervisor and route driver.

3.25 OPERATION OF VEHICLES

- a. The bidder will operate collection vehicles in a manner so not to impede traffic flow on City streets.
- b. Collection vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job.
- c. Collection vehicles will have a direct means (2-way radio, cellular phone, etc.) of contacting their office and the designated City representative.
- d. Collection vehicles will travel with appropriate marking devices (lights, flashers, strobes) installed and operational during collections in the City.

- e. Work crews will wear appropriate attire and personal protection equipment.
- f. Service will not be interrupted if streets are temporarily closed.

3.26 SUPPORT FACILITIES

Bidder will have available:

- a. Facilities and equipment adequate for evaluation of problems and control activities; and
- b. An office with sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City, as described herein.

3.27 RECORD KEEPING

The bidder will maintain records and provide the City Manager with an annual report on each component of its solid waste collection as follows:

- a. For solid waste collection and disposal, the bidder will keep accurate records of the compacted yardage delivered to the landfill.
- b. For the recycling component, the bidder will maintain a record of the amount collected of each type of recycled material in tons and pounds for each month of collection or in volume.
- c. The bidder will make all records pertinent to these reports and all billings available to the City or its designated representatives for review at mutually agreed upon times and places.

3.28 BREACH OF CONTRACT

Except as otherwise provided herein, in the event that any of the provisions of this bid and/or resulting contract are breached by the bidder, the City will give written notice to the bidder of the breach or pattern of behavior that constitutes the breach and allow the bidder to resolve the breach or pattern of behavior that constitutes the breach within five (5) days of bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the City Manager of the City of Ionia will have the right to rescind this bid and/or terminate the resulting contract by sending written notice to the bidder of the cancellation and rescission.

3.29 CITY'S RIGHT TO TERMINATE CONTRACT

In addition to the foregoing, if the bidder should be judged bankrupt, if they should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of bidder's insolvency, if bidders should refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if bidder should disregard laws of the State of Michigan and/or ordinances of the City of Ionia or be guilty of substantial violations of any provision

of the contract, the City may, without prejudice to any other right or remedy, terminate the contract immediately and re-let for same. The City, at its sole discretion, may terminate the contract immediately, based on warrants and if said immediate termination is in the best public health, safety and welfare interests of the City and its citizens. The City may terminate the contract without cause upon 90-day notice to Bidder.

3.30 CITY'S RIGHT TO MODIFY CONTRACT

The City reserves the right to negotiate with the bidder for a change in terms of the contract, during the term of the contract and to make adjustments relative to the implementation of a change that reduces or modifies the need for the solid waste and recycling services. If the City and the bidder and/or bidder are unable to agree on a revised contract, the City may seek new bids and, upon a minimum of ninety (90) days written notice from the City, may terminate the unexpired portion of the contract. The City will not be liable for any cost under this section beyond the contract price for the period in which service is actually provided.

3.31 NO CONTACT POLICY

Bidders may direct questions related to this request for bids to the point of contact prior to submission of a bid. Bidders will not lobby or contact any other City official, including but not limited to the City Council, a Department Head or other staff with respect to its bid or the award of any contract related to this request for bids from the time this request is issued to the award of a contract. Violation of this requirement may lead to disqualification of a bid.

3.32 INTEREST OF BIDDER AND CITY

Bidder warrants that it has no interest that would conflict with the performance of services required by this contract. Bidder also promises that, in the performance of the contract, no officer, agent, employee of the City, or member of its governing bodies, may participate in any decision relating to this contract that affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. This paragraph does not apply if all parties are in compliance with the provisions of Michigan Compiled Laws §15.323.

3.33 THE LAWS OF THE STATE OF MICHIGAN.

The bid process and any resulting contract are to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for litigation arising out of the bid or any resulting contract is in Ionia County, Michigan.

ARTICLE IV

LETTER TO THE MAYOR OF THE CITY OF IONIA

BID SUBMITTED PURSUANT TO THE CITY OF IONIA
SOLID WASTE AND RECYCLING SERVICES
PROGRAM SPECIFICATIONS

City of Ionia
114 N. Kidd Street
PO Box 496
Ionia City, MI 48846

Mayor Balice and the Ionia City Council:

The undersigned, as Bidder, hereby declares that this bid is made in good faith without knowledge of fraud or collusion with any person or persons bidding on the same Contract; that he/she has carefully read and examined the Contract Documents, including the Invitation to Bid, General Requirements, and Program Guidelines for the designated work and understands all of the same; that he/she, or his/her representative, has made such personal investigation at the site as is necessary to determine the character and difficulties attending the execution of the proposed work. Bidder proposes and agrees that if this Bid is accepted, bidder will contract with the City, provide necessary machinery, tools, apparatus and transportation services necessary to do all the work specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the City as therein set forth, to furnish the insurance required of the Bidder by the Contract Documents, and that he/she will take in full payment, the unit prices set forth in the following bid.

As Bidder, I understand that the City reserves the right to accept or reject any and/or all bids, to waive any irregularities and/or informalities in the bids, negotiate with any bidder, or to select the bid(s), or portions thereof, most advantageous to the City.

As Bidder, I agree that this bid will be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

As Bidder, I understand upon receipt of a written Notice of Award of the Bid, I will execute the formal Contract Agreement within ten (10) days. In the event that the Contract is not executed within the time set forth above, the Bid will become the property of the City as liquidated damage for the delay and additional expense to the City caused thereby.

It is further proposed to execute all required bonds, in accordance with the requirements of the specifications, to begin work on July 1, 2023, after receipt of the notice to proceed, and to perform all work so as to complete it according to terms of the contract. Enclosed is the bidder's cashier's check, money order, or certified check (name of bank of deposit: _____) in the amount of \$20,000, made payable to the City of Ionia as a bid guarantee which it is understood will be forfeited in event bidder fails to execute and return the contract in accordance with the requirements of the specifications.

Pursuant to your request for solid waste and recycling bids, I submit my bid, with the understanding that if my bid, or section thereof, is accepted, I will execute a written contract with the City of Ionia, which will embody the terms as outlined in the bid.

I will meet all of the requirements and provide all of the services for the amounts listed on the attached bid sheet for the items listed in this document.

The undersigned, by execution of this contract, certifies that he/she is the _____ of the firm named as _____ that he/she signs the bid on behalf of the firm and that he/she is authorized to execute the same on behalf of said firm.

Company: _____

Address: _____

Phone: _____

Authorized Agent: _____

Signature: _____

Title: _____

Date: _____

ARTICLE V

FEE SCHEDULE

TO PROVIDE ALL SOLID WASTE AND RECYCLING SERVICES
AS PER SPECIFICATIONS, NOT-TO-EXCEED:

July 1, 2023 – June 30, 2028

1. Weekly curbside residential refuse collection and disposal. The Contractor will be required to accept all residential refuse as defined in the contract specifications.

The Contractor is responsible for paying all tipping fees associated with this contract.

2. The Contractor will provide a biweekly curbside recycling service (including all processing and marketing fees) per specifications. The Contractor will be required to:

- Provide one recycling container for each residential unit.
- Collect the following recyclables from each residential unit:
 - Corrugated Cardboard
 - Mixed Paper
 - Metal Cans and Aluminum
 - Boxboard
 - Plastic Bottles, Jugs, Tubs & Containers
 - Clear and Colored Glass Bottles & Containers

	Fuel portion of monthly rate	Non-fuel portion of monthly rate	TOTAL monthly rate per residential unit*
Weekly refuse collection and disposal	\$	\$	\$
Biweekly curbside recycling	\$	\$	\$
GRAND TOTAL	\$	\$	\$

*Note: The above rates will be adjusted annually by the City in accordance with Section 2.5 Basis of Bid.

ADDITIONAL ITEM A

The Contractor will provide a metered bag or tag option to households (primarily senior citizens) who desire to pay by the bag rather than the flat rate. The Contractor will provide appropriately marked 2-ply or its equivalent, 30-gallon bags or approved tags in lots of ten, which will be made available for sale by the City of Ionia to residents.

\$_____ per bag/tag (including landfill tipping fees)

SEPARATE FROM RESIDENTIAL SOLID WASTE SERVICES

City of Ionia municipal solid waste services:

Site Location	Container Size	Number of Containers	Service Per Week	Fuel portion of monthly rate	Non-fuel portion of mo. Rate	Total Monthly rate per Location
303 S Jackson St	4 Yard	1	1	\$	\$	\$
717 E Washington	4 Yard	1	1	\$	\$	\$
209 W Main St	4 Yard	1	1	\$	\$	\$
209 W Main St	2 Yard	1	1	\$	\$	\$
114 N Kidd St	2 Yard	1	1	\$	\$	\$
301 W Adams St	4 Yard	5	2	\$	\$	\$
239 E. Adams St	4 Yard	1	1	\$	\$	\$
423 W Washington St	6 Yard	1	2	\$	\$	\$
GRAND TOTAL		12		\$	\$	\$

Note: Current average tonnage collected from the above containers is five (5) tons per month.

ARTICLE VI

BID INFORMATION

TO BE FURNISHED BY THE BIDDER

NAME OF BUSINESS

If the bidder is an individual, so state and nothing more is necessary:

If bidder is a partnership, give the names of the individual members:

If bidder is a corporation, give the names of the individual officers and the Board of Directors:

OFFICERS

BOARD OF DIRECTORS

Give the state in which it is organized and the location of its main office:

If the state is not Michigan, has a license been secured to do business in Michigan?

Is the business in good standing in the State of Michigan and County of Ionia?

ARTICLE VII

EXPERIENCE AND EQUIPMENT QUESTIONNAIRE
TO BE FURNISHED BY THE BIDDER

The signatory of this bid guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business as a bidder under your present name?

2. How many years have you been a principal officer of a contracting firm under another name? Include the name of the other contracting firm.

3. Provide the names and resumes of principal officers, partners, and/or officials and name and resume of individuals that will be primarily responsible for this contract.

4. What municipalities has your company provided similar services to within the past five years? (Note: fill out each blank completely)

<u>Municipality</u>	<u>Contact Name/Phone No.</u>	<u>Dates of Work</u>
_____	_____	_____ to _____
_____	_____	_____ to _____
_____	_____	_____ to _____
_____	_____	_____ to _____
_____	_____	_____ to _____

5. Has the business been sued or otherwise prosecuted for illegal activities related to the performance of solid waste and recycling services? If yes, explain.

6. Explain approximately your plan or layout for performing the proposed work. (Include approximate time required for each step.)

7. What equipment do you own that is available for the proposed work?

Quantity	Item	Age, Make, Description Size, Capacity, etc.	Condition	Years of Service
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

8. What equipment do you intend to purchase (if any) for use on the proposed work, should the contract be awarded to you?

9. Describe the methodology to be employed in the collection of recyclable materials.

10. Identify the location of the landfill to be used for the disposal of the waste generated by the City of Ionia. The design of the landfill should include a description of a single/double liner, compaction of clay, leached collection system, and daily cover component methods. Other means as approved by the Department of Environment Great Lakes and Energy.

NOTE: THE BIDDER WILL BE PREPARED TO PROVIDE THE CITY WITH A FINANCIAL STATEMENT IF THE CITY SO DESIRES.