

ADVERTISEMENT FOR BIDS
GRATIOT AREA SOLID WASTE AUTHORITY
SOLID WASTE AND RECYCLABLES COLLECTION SERVICES

Sealed bids will be received by the Gratiot Area Solid Waste Authority at the City of Alma Municipal Building at 525 East Superior Street, Alma, Michigan, 48801, until 3:00 p.m. Eastern Daylight Savings Time, Wednesday, February 16, 2022, at which time and place all bids will be publicly opened and read for:

**Refuse and recyclables collection services for a period of sixty (60) months,
commencing May 1, 2022.**

Specifications and General Provisions upon which the bid is to be placed are attached. A pre-bid informational meeting will be held on Wednesday, February 9th at the City of Alma Municipal Building at 3:00 p.m.

Each bid must be accompanied by a bid deposit consisting of a cashier or certified check, or a bid bond by a recognized surety, in the amount of ten thousand dollars (\$10,000.00).

The Gratiot Area Solid Waste Authority reserves the right to reject any or all bids, or any part of same, to waive any irregularities or informalities, and to make the award in part or entirety as may appear to the Gratiot Area Solid Waste Authority to be in the best interest of the Authority.

The Gratiot Area Solid Waste Authority does not discriminate on the basis of race, color, age, religion, sex, national origin nor does it discriminate on the basis of handicap status in admission or access to, or treatment in, its programs and activities. The Gratiot Area Solid Waste Authority is an equal opportunity employer.

For this bid cycle the Gratiot Area Solid Waste Authority is seeking bids for automated cart collection of solid waste and recycling. Each bidder shall be responsible for the purchase and placement of all carts as needed by the details within.

Kurt Giles
Chairperson of the Gratiot Area Solid Waste Authority

sfy - KRG 1-20-22

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BIDDER CHECK LIST

- | | | |
|----|---|-------|
| 1. | Examination of contract documents | _____ |
| 2. | Bid proposal completed: | |
| | a. Bid amount correct | _____ |
| | b. Bid signed | _____ |
| 4. | Bid security included | _____ |
| 5. | Bid submitted in a sealed envelope clearly marked | _____ |
| 6. | Contractor experience and equipment questionnaire | _____ |
| 7. | Bid submitted before bid date | _____ |

**(TO BE COMPLETED FOLLOWING ACCEPTANCE OF BID)
GRATIOT AREA SOLID WASTE AUTHORITY
AGREEMENT**

This Agreement is dated as of the ____ day of _____ in the year 2022, between the Gratiot Area Solid Waste Authority, hereinafter called **AUTHORITY**, and _____, hereinafter called **CONTRACTOR**.

AUTHORITY AND CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK:

Contractor shall complete the work as specified and indicated in the Contract Documents, generally described as follows: **Solid waste and recyclables collection services.**

ARTICLE 2 - CONTRACT TIME:

May 1, 2022 through April 30, 2027 with options to extend for a period of 12 or 24 additional months, if mutually agreed upon.

ARTICLE 3 - CONTRACT PRICE:

EACH MEMBER CITY OF THE AUTHORITY will pay **CONTRACTOR** for performance of the work in accordance with the Bid Proposal contained in the Contract Documents.

ARTICLE 4 - PAYMENTS:

EACH MEMBER CITY OF THE AUTHORITY will make monthly payments in accordance with the Contract Documents.

ARTICLE 5 - CONTRACT DOCUMENTS:

The Complete Contract between **AUTHORITY** and **CONTRACTOR** consists of the following:

**AGREEMENT
INVITATION TO BID
GENERAL PROVISIONS
BID PROPOSAL
SPECIFICATIONS
EXPERIENCE AND EQUIPMENT QUESTIONNAIRE
NOTICE OF AWARD**

ARTICLE 6 - SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have executed this contract in at least 2 counter parts, each of which shall be deemed an original, the day and year first above written.

WITNESS:

CONTRACTOR:

(Signature)

TITLE: _____

WITNESS:

OWNER: Gratiot Area Solid Waste Authority

BY: _____

TITLE: Chairperson

DO NOT DETACH - RETURN ALL PAPERS

PROPOSAL FOR

SOLID WASTE AND RECYCLABLES COLLECTION SERVICE

Sealed bids will be received by the Gratiot Area Solid Waste Authority at the City of Alma Municipal Building, 525 E. Superior Street, Alma, Michigan 48801, until 3:00 p.m. Eastern Daylight Savings Time, Wednesday, February 16, 2022, at which time and place all bids will be publicly opened and read.

Name of Bidder: _____

Address of Bidder: _____

_____ **Zip Code:** _____

Telephone Number: _____

GENERAL PROVISIONS
GRATIOT AREA SOLID WASTE AUTHORITY
SOLID WASTE AND RECYCLABLES COLLECTION SERVICES

GENERAL DESCRIPTION:

The work required herein shall consist of collection, disposal, and processing of residential refuse and recyclables in accordance with the Gratiot Area Solid Waste Authority Specifications and General Provisions for Solid Waste and Recyclables Collection Services.

CONTRACT PERIOD:

The services will be required for a sixty (60) month period, commencing on May 1, 2022.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting a bid, each bidder shall:

Thoroughly examine the Contract Documents;

Visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the work;

Become familiar with all laws, rules, and regulations that may in any manner affect cost, progress or performance of the work; and

Study and carefully correlate bidder's observations with the Contract Documents.

BID FORM:

Each bid shall be made on the form provided and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder. All blank spaces for bid prices must be filled in with ink or typewritten. All bids must be signed.

Modifications: Alternate written bids submitted may be considered; however, final determination as to suitability and compliance with the Specifications and General Provisions will be with the Authority.

Delivery of Bids: Bids will be delivered by the time and to the place stipulated in the Advertisement for Bid. It is the sole responsibility of the bidder to see that their bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.

BID OPENING:

Bids will be opened and publicly read aloud at the time and place set forth in the Advertisement for Bid.

WITHDRAWAL OF BIDS:

Any bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.

Each bid shall be considered binding and in effect for a period of forty-five (45) days after the date of opening set forth in the Advertisement for Bid.

BID SECURITY:

Each bid must be accompanied by a bid deposit consisting of a cashier or certified check or a bid bond by a recognized surety acceptable to the Gratiot Area Solid Waste Authority, in an amount of ten thousand dollars (\$10,000.00), and shall be payable on its face to the order of the Gratiot Area Solid Waste Authority. The bid security will be returned upon execution of the contract by the Authority.

ERRORS AND OMISSIONS:

Instructions will be given should any errors or omissions in the proposal be called to the attention of the Authority not less than three working days before bids are due. The bidder shall not be allowed to take advantage of any such errors or omissions. Instructions will be in the form of written addenda to the specifications which, if issued will be faxed and mailed to all prospective bidders (at the respective fax number and address furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

RIGHT TO REJECT:

The right to reject any or all proposals or to accept the bid judged as most satisfactory for its requirements is expressly reserved by the Authority.

CONTRACT AWARD:

The successful bidder will be notified of the contract award by either purchase order or by written notice from the Authority Chairperson or a designated person. The Authority reserves the right to reject any or all bids, or any part of same, to waive any irregularities or informalities, and to make award in part or entirety as may appear to the Authority to be in the best interest of the Authority.

FORFEITURE OF BID SECURITY:

If the successful bidder fails to furnish a satisfactory performance bond or to fulfill any requirements of the proposal, it shall be just cause for the annulment of the award. In the event of such an annulment, the Authority may declare the bid bond forfeited in accordance with the terms therein. The award may then be made to the next qualified bidder or the proposal re-advertised as the Authority may elect.

CONTRACT DEFINED:

The contract shall consist of the proposal by the bidder, general provisions, specifications, agreement, Authority purchase order (or Notice of Award), and all written supplemental agreements executed by the contracting parties. The contract may not be assigned or sublet without written consent of the Authority.

AGREEMENT:

Concurrently with execution and delivery of Agreement, Contractor shall deliver to the Authority the required bonds and certificates of insurance as required herein.

At least two (2) copies of the Agreement and such other documents, as required, will be signed by the Gratiot Area Solid Waste Authority and Contractor within seven (7) days of the Notice of Award. The Gratiot Area Solid Waste Authority will sign the agreement upon receipt of the required bonds, certificates of insurance, and contractor executed Agreement.

ANTIDISCRIMINATION CLAUSE:

The parties hereto hereby covenant not to discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to his or her hire, tenure, terms, conditions or privileges of employment, race, color, religion, national origin or ancestry, or because of his or her age or sex, except where based on a bona fide occupational qualification, and to require a similar covenant on the part of any subcontractor employed in the performance of this contract.

INSPECTION:

Services will be subject to inspection by the Authority and its authorized agents as to their general and specific compliance with specifications.

PAYMENTS:

The contractor shall be paid monthly and within thirty (30) days of receipt of an invoice clearly listing all appropriate charges.

PERFORMANCE BOND:

The contractor shall furnish an **annual** performance bond in the amount of one hundred fifty thousand dollars (\$150,000.00), with surety acceptable to the Gratiot Area Solid Waste Authority guaranteeing performance of the contract. Contractor shall renew bond for each year of the contract.

REFERENCES:

The contractor shall include with the bid, a completed experience and equipment questionnaire (form enclosed), pertaining to the referenced work. The Authority may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Authority all such information for this purpose as the Authority may request. The Gratiot Area Solid Waste Authority reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Gratiot Area Solid Waste Authority that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

INSURANCE:

Contractor shall, at all times during this Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Comprehensive General Liability, Property Damage, including contractual liability coverage for the hold harmless provisions. All insurance shall be by insurers and for policy limits acceptable to the Authority and before commencement of work hereunder. The Comprehensive General Liability policy shall name the **Gratiot Area Solid Waste Authority as additional insured** to protect its interests. Contractor agrees to furnish the Authority evidence that such insurance has been procured and is in force. Certificates of insurance must be provided for evidence and executed by an authorized agent or broker.

For the purposes of this Agreement, Contractor shall carry the following types of insurance in at least the limits specified below:

Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included;

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$5,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Pollution Liability with limits of liability not less than \$5,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage.

Additional Insured: Commercial General Liability, Automobile Liability, and Pollution Liability as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** The Gratiot Area Solid Waste Authority, all elected and appointed officials, all employees and volunteers, all boards,

commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Gratiot Area Solid Waste Authority as additional insured, coverage afforded is considered to be primary and any other insurance the Gratiot Area Solid Waste Authority may have in effect shall be considered secondary and/or excess.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: **(Gratiot Area Solid Waste Authority, Attn: Sara Anderson, 525 E. Superior Street, Alma, MI 48801).**

Proof of Insurance Coverage: The Contractor shall provide the City of Alma at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the Gratiot Area Solid Waste Authority and the Cities of Alma and St. Louis at least ten (10) days prior to the expiration date.

INDEMNIFICATION:

The contractor shall indemnify, defend and save harmless the Gratiot Area Solid Waste Authority, the Cities of Alma and St. Louis, its Commission/Council, officers, agents, representatives and employees from and against all loss or expenses (including costs and attorney fees), by reason of any liability asserted or imposed upon the Gratiot Area Solid Waste Authority, Cities of Alma and St. Louis, its Commission/Council, officers, agents, representatives, and employees for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of, or in consequence of the performance of the work described herein, whether such injuries to persons, or damage to property, is due, or claimed to be due, to the negligence of the contractor, the Gratiot Area Solid Waste Authority, Cities of Alma and St. Louis, its Commission/Council, officers, agents, representatives, and employees.

NON-COLLUSION:

The bidder, by execution of the bid, thereby declares that the bids were made without collusion with any other person, firm, or corporation making any other bids, or who would otherwise make a bid, and agrees to furnish all bid items in strict compliance with all Federal regulatory measures.

AUTHORITY'S RIGHT TO TERMINATE CONTRACT:

If the contractor should be adjudged bankrupt or they should make a general assignment for the benefit of their creditors or if a receiver should be appointed on account of their insolvency or if the contractor repeatedly refused to supply enough labor, material or equipment to maintain the established schedules or collections or if they should fail to make prompt payment for materials or labor or disregards laws of the State of Michigan and ordinances of the Gratiot Area Solid Waste Authority members or otherwise be guilty of violation of any provision of the contract, then the Gratiot Area Solid Waste Authority may, without prejudice to any other right or remedy, terminate the contract, rebid the same and evoke the performance bond. If the successful bidder sells the company or merges with another company, the Authority has the right to cancel the contract and re-bid the service.

ASSIGNMENT:

The contractor shall not assign the contract or sublet as a whole or in part without the written consent of the Gratiot Area Solid Waste Authority. Such consent does not release the contractor from any of their obligations and liabilities under the contract. Violations of this specification shall result in instant forfeiture.

CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the contractor has, by careful examination, satisfied themselves as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, the character and amount of equipment needed, the prevailing weather, the general and local conditions, and all other matters which can in any way, affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Gratiot Area Solid Waste Authority, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

INFECTION CONTROL - BLOODBORNE PATHOGENS:

The contractor may be exposed to body fluids to carry out the requirements specified herein. Accordingly, the contractor warrants that he will comply with all Universal Precautions established and recommended by the Occupational Safety and Health Administration (OSHA) in the care, clean up and disposal of all potentially infectious materials. The contractor further warrants that he or his employees **will not** hold the Gratiot Area Solid Waste Authority responsible for contracting any infectious diseases while carrying out the work required herein.

GRATIOT AREA SOLID WASTE AUTHORITY
SPECIFICATIONS FOR
SOLID WASTE AND RECYCLABLES COLLECTION SERVICES

DESCRIPTION OF WORK:

It is the intent and purpose of the Gratiot Area Solid Waste Authority to execute a contract for the purpose of furnishing a comprehensive service for the collection, removal, and disposal of refuse, and collection and processing of recyclables to household occupants of the Authority as well as selected City of Alma and City of St. Louis facilities, during a period of five years commencing on May 1, 2022 and ending April 30, 2027.

DEFINITIONS:

- A. Refuse: The term refuse shall include garbage and rubbish, except animal and human excrements.
- B. Garbage: The term garbage means all animal and vegetable wastes resulting from handling, preparation, cooking, or consumption of foods. This meaning shall include excess fruit from trees from residential property.
- C. Rubbish: The term rubbish means nonputrescible solid waste, including broken glass, crockery, bottles, metal cans, paper, newspapers, magazines, plant growth, wood and ashes. Excluded is household hazardous waste and yard waste.
- D. Residential Recyclable Materials: The term residential recyclable materials is defined as separated newspaper, cardboard, glass containers (various colors), metal cans, plastic containers, paper bags, magazines, box board, aluminum, and any other materials that may be deemed as recyclable in the future.
- E. Cleanup (Large or Bulk) Materials: The term cleanup materials will include household refuse typically of a large or bulky nature such as: appliances, furniture, bed springs and mattresses, stoves, water heaters, trunks, toys, and carpeting with a maximum length of forty-eight (48) inches and width of twenty-four (24) inches. Excluded are hazardous waste, large automobile components, broken concrete, building materials from household repairs, alterations, or new construction, and debris from commercial or industrial establishments.
- F. Building Materials Refuse – The term “building materials refuse” shall mean rubbish from construction, remodeling, demolition and major repair operations on houses, commercial buildings and other structures, including, but not limited to excavated earth, sod, stones, brick, plaster, lumber, rubble, concrete, roofing and waste parts.
- G. Curbside: The term curbside refers to that area within arm’s reach of the edge of the traveled path of public streets.
- H. Yard waste: The term yard waste refers to leaves, grass clippings, excess fruit from trees, weeds, hedge clippings, garden waste, twigs, and brush, not exceeding four inches in diameter, four feet in length or fifty pounds per bag or bundle. Excluded are tree stumps.
- I. Hazardous Waste: The term hazardous waste shall mean waste, or a combination of waste and other discarded material, including solid, liquid, semisolid or containing gaseous material, which because of its quality, concentration or physical, chemical or infectious characteristics pose a substantial present or potential hazard to human health or the environment.
- J. Municipal Recyclables Materials: The term municipal recyclables materials is defined as separated newsprint, cardboard, and office paper and any other materials that may be deemed as recyclable in the future.
- K. Equivalent Dwelling Unit: The term equivalent dwelling unit shall be used to quantify households where unrelated residents reside in quantity, such as rooming houses. In such circumstances, equivalent dwelling unit shall be utilized to establish a customer base for providing solid waste services. One equivalent dwelling unit shall be equal to 4 persons.

AUTHORITY DATA:

The following information is given as an aid to bidders. It is understood that this information, or any inaccuracies herein, in no way limits the contract or relieves the contractor of any obligation to furnish refuse collection service for the entire Authority, as described in these documents.

CITY OF ALMA INFORMATION - 2020

Estimated population:	9,488	population
Area:	6	square miles
Street mileage (excludes alleys)	51	miles
Residential solid waste customers (estimated)	2,477	units

The City of Alma makes no guarantee as to the accuracy of the information provided herein, and the bidder is advised to conduct whatever independent study and allowances he feels is necessary to enable him to submit a bid which protects his interest.

CITY OF ST. LOUIS INFORMATION 2020

Estimated Total Population (Including State Prisons-3,700)	7,010	population
Area	2.8	square miles
Street mileage (excludes alleys)	24	miles
Residential solid waste customers (estimated)	1,165	units

The City of St. Louis makes no guarantee as to the accuracy of the information provided herein, and the bidder is advised to conduct whatever independent study and allowances he feels is necessary to enable him to submit a bid which protects his interest.

FREQUENCY OF RESIDENTIAL REFUSE COLLECTION:

The contractor shall provide refuse collection services from all residential units once per week from the curbside. If selected, curbside recycling collection shall be performed with the frequency selected by the Member Cities.

TIME OF COLLECTION:

Unless otherwise mutually agreed upon, collection services will take place between 6:00 a.m. and 6:00 p.m.

“Holiday Collection Schedule” – Residential rubbish collection and disposal pick up shall be delayed by one (1) day for those residences whose collection day falls on the following holidays or a day in that week following the holiday: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.

DAILY SCHEDULES:

In the **City of Alma**, weekly collections shall be conducted Monday through Thursday. Fridays shall be used as holiday make-up days. The contractor is not permitted to provide collection services along major streets between 7:30 a.m. and 8:30 a.m. unless otherwise authorized by the City of Alma. Major streets are identified on the enclosed City of Alma street map.

In the **City of St. Louis**, the contractor shall be required to follow the existing Monday through Thursday schedule with Fridays used as holiday make-up days. The city is divided into four quadrants using Main Street and Washington (Highway M-46) as the boundaries. The schedule shall be Northwest Quadrant on Monday, Southeast Quadrant on Tuesday, Northeast Quadrant on Wednesday, and Southwest Quadrant on Thursday.

Any change in the schedule is subject to the approval of the Authority with any coordination thereof required by the contractor. All collection services are to be conducted on the same day for each household.

RESIDENTIAL REFUSE:

The contractor shall provide weekly refuse collection and disposal of all household items placed at the curbside for pickup. The contractor shall provide written notice to the resident for any items not required to be collected, when left at the curbside (i.e.: hazardous waste, yard waste, etc.) The Authority member shall be provided duplicate notification.

WEEKLY REFUSE COLLECTION LIMIT:

The contractor shall collect one 96-gallon automated cart per collection, from any residential unit, unless otherwise noted herein. One 96-gallon automated cart shall be provided by the Contractor for use in collecting refuse for the period of this agreement. Any residential unit requiring additional container(s) may subscribe with the Contractor for such service for an additional monthly fee.

ROOMING HOUSES:

Contractor shall provide weekly refuse collection and disposal and recycling services for all rooming houses designated by the Authority. Each rooming house will have an established equivalent dwelling unit determination with the extent of services and payment for services determined accordingly. For example, a seven-person rooming house will be established as two equivalent dwelling units with a two (2) container limit and two (2) clean-up (large or bulk item) materials permitted for disposal per week.

RESIDENTIAL RECYCLING:

If residential recycling services are selected, the Contractor shall provide service on the same day as refuse collection and at the frequency selected by Authority members for processing and marketing of the following co-mingled recyclables:

- Newsprint, (bundled or placed in brown paper bag)
- Magazines and glossy inserts (bundled or placed in brown paper bag)
- Brown Paper bags
- Corrugated cardboard
- Paperboard boxes (shoe and cereal boxes)
- Bi-metal, aluminum and steel cans (cleaned)
- Clear, brown, green and blue glass containers
- HDPE plastic containers with the #1-4 symbols
- And all other materials that may be deemed as recyclable during the contract period.

RESIDENTIAL RECYCLING CONTINUED:

Bundled cardboard may be placed outside, but adjacent to the recycling containers for collection. Recyclables are limited only to those specified and typical of a household.

Successful bidder shall provide and service a second 96-gallon automated cart for each residential customer using recycling service. The second 96-gallon automated cart shall be similar to that provided for refuse except that it shall have a distinctly different color lid identifying it's use for recyclables. Optional identifying lid or container colors may be considered by the Gratiot Area Solid Waste Authority.

CONTAINERS:

1. Residential Refuse:

The refuse containers shall be furnished, owned, and maintained by the Contractor unless otherwise specified herein. The size of containers shall be 96-gallons, and maximum weight of fifty (50) pounds.

If the containers or plastic bags are ripped or left open or tipped over the contractor shall be required to pick up and haul away the bag and remaining contents. Any spillage from the bag or container before the contractor handles it, may be left undisturbed.

However, if the contractor, while in the process of handling a container, shall spill all or some of the contents, he shall be responsible for cleaning up all of the spillage.

Residents are required to bag all refuse placed in a refuse cart.

2. Residential Recycling Containers:

The contractor shall furnish and deliver a single 96-gallon container for use by all customers in a manner that is most cost efficient to both residents and the municipality. The contractor shall also promptly repair or replace any damaged containers during the period of this contract.

When infractions are documented and reported, the contractor shall have the right to remove any recycling cart(s) from a residential unit who repeatedly place garbage "trash" in a recycling container and does not respond to corrective education efforts.

The Contractor shall, prior to the term of this contract, send a mailer to each residential home to educate about program change and allow the residential unit to receive a recycle cart. The Contractor shall provide recycling carts to those residential customers who initially opt-in and to any other curbside service customer subsequently making a similar request throughout the term of the Contract.

3. Municipal Refuse Containers:

The contractor shall supply heavy duty dumpsters of the sizes specified for each location. The containers shall be new in appearance, drainable, and include lockable flip covers. Containers shall be routinely cleaned by the contractor.

4. Municipal Recycling Containers:

The contractor shall supply heavy duty "recycling" carts or dumpsters adequately sized for the recyclables generated within collection intervals established by the contractor. The containers shall be new in appearance, drainable, clearly marked for "Recyclables", and include lockable flip covers.

LOCATION OF CONTAINERS:

All refuse and recycling containers shall be placed at the street curb or on the shoulder, whichever is applicable. The location shall be arranged to facilitate the removal of refuse and recyclables by the contractor. The contractor shall be required to make collections from this location. The contractor shall not be required to collect refuse and recyclables off the road right-of-way. Where refuse and recyclables are placed in a right-of-way and may cause a safety hazard to vehicular or pedestrian traffic, special locations for collection shall be designated by the Director of Public Services for each Authority member.

All approved collection containers that are placed at the curb, shall be emptied by the contractor and returned to the curb location in a neat and orderly fashion.

COMMERCIAL SERVICE:

Other than what is specified for Municipal Refuse Collection, the contractor is advised that there shall be no commercial, industrial or institutional accounts included in the Authority refuse collection contract. This is a residential contract intended to provide service to one- and two-family dwelling units, as well as rooming houses as specified herein. Multi-family residential apartments of three or more are considered as commercial buildings and owners are responsible for contracting separately for solid waste collection services.

SPECIAL WASTE:

The contractor shall not be required directly under this contract to collect any hazardous or yard waste.

CLEANUP MATERIALS:

The contractor will provide weekly collection and disposal of one (1) large "cleanup material" (or bulk) item per household to be included with the residential refuse collection service. Loose items which are bundled or containerized

as specified herein shall be referred to as one (1) clean up material. Examples given: A sectional couch shall be considered as one large item. A mattress and box springs shall be considered one large item. A dining room table with up to six chairs shall be considered one large item. Dressers or chests of drawers including the drawers shall be one large item. All cleanup collections shall be from the curbside. The contractor may use open trucks for cleanup materials only if proper covers and necessary care are provided to prevent loss of material while moving about the Cities or to the disposal area. The contractor will **not** be required to collect appliances which contain HFC or CFC (Freon), unless the gases have been properly removed by the property owner and a certification from a licensed contractor to verify such is securely affixed to the appliance. Cleanup materials are limited only to those specified and typical of a household. **Charges for this service are included with the residential refuse collection service and not paid for separately.**

MUNICIPAL REFUSE:

The contractor shall provide collection and disposal of all refuse from designated public trash receptacles and mechanical containers as identified below:

City of Alma:

Alma Public Library	(1) 4-yard container* serviced once per week
Hampton Apartments	(2) 8-yard containers* serviced twice per week
Alma Senior Housing	(1) 2-yard container* serviced once per week
Alma Downtown Area	24 trash cans serviced one to two times per week as needed (seasonal demand)
Alma Airport 3999 W. Seaman Rd.	(1) 4-yard container* serviced once per week
Alma City Hall 525 E. Superior St.	(1) 4-yard container* serviced once per week
Alma Public Works 800 Washington	(1) 4- yard container* serviced one to two times per week as needed (seasonal demand)
Alma Parks/Cemetery 630 S. Lincoln	(1) 6-yard container* serviced one to two times per week as needed (seasonal demand)

City of St. Louis:

The contractor will also provide weekly refuse & dumpsters, including all disposal costs, for Municipal collection. Refuse will be picked up at the following locations:

Electric Department 412 N. Mill Street	(1) 6-yard container* serviced once per week
Department of Public Works 320 E. Prospect Street	(1) 4-yard container* serviced once per week
River Ridge Housing Department 308 S. Delaware	(1) 8-yard container* serviced two times per week
Oakridge Housing Department 200 Oakridge	(1) 6-yard container* serviced two times per week (1) 8-yard container* serviced two times per week

St. Louis City Hall 300 N. Mill	(1) 4 yard container* serviced once per week
T.A. Cutler Memorial Library 312 Michigan Avenue	(1) 4-yard container* serviced once per week
Electric Department 701 Woodside Drive	(1) 4-yard container* serviced once per week
Water/Wastewater Treatment Plant 401& 404 E. Prospect Street	(1) 4-yard container* serviced two times per week

*** Container(s) furnished by contractor.**

MUNICIPAL RECYCLING:

The contractor shall provide regular collection, processing and marketing of municipal recyclables materials at the City facilities listed below. The contractor shall furnish containers at the following locations for the storage of recyclables.

Alma City Hall* - three (3) 96-gallon carts collected weekly
525 E. Superior

Alma Public Services Garage* - four (4) 96-gallon carts collected weekly
800 Washington

Alma Public Library* - two (2) 96-gallon carts collected weekly
500 E. Superior

St. Louis City Hall* - three (3) 96-gallon carts collected weekly
300 N. Mill

T.A. Cutler Memorial Library* - one (1) 96-gallon cart collected weekly
312 Michigan Ave.

*** Container(s) furnished by contractor.**

Charges for Municipal Refuse and Municipal Recycling shall not be included in the residential unit price bid per month. Bidders are instructed to complete Table 2 of the RFP to provide separate pricing for Municipal Refuse and Municipal Recycling services.

SUPERVISION:

The contractor must be represented in person or at all times have an authorized representative, acceptable to the Authority, supervising the work. Complaints of missed pick-ups or service problems will be received and recorded at the designated office of the Authority member. The Authority member's designated municipal representative will provide the contractor with a record of the complaints received daily, by 3:30 p.m. Prompt and courteous investigations of these complaints are to be carried out when necessary. Prompt (within the day when so notified by 3:30 p.m.), action shall be taken to remedy any condition, which constitutes a failure to fulfill the terms of this contract. The Authority member's designated representative shall have the right to determine the true validity of any complaints, as to the failure of the contractor to fulfill the terms of this contract, and that his decision shall be final and binding upon the contractor. Upon notice to the contractor of verified incident of failure to perform services, location must be picked up by the end of business the day in which notification took place. The Contractor shall also provide a phone number and email address that is attended each Monday through Friday between the hours of 8 a.m. and 5p.m. for scheduling cleanup (large) item collection, distributing carts and to address any other customer service issues.

LIQUIDATED DAMAGES:

There shall be deducted from the monthly payment to be made by the Authority to the contractor, the sum of one hundred (\$100.00) dollars for each properly verified incident of failure on the part of the contractor to conduct collection services in accordance with the terms of this contract. A deduction of Forty (\$40.00) dollars shall be made for each properly verified incident of carelessness on the part of the contractor in the emptying of containers or otherwise permitting garbage or rubbish to be strewn on or about the properties. In case the contractor, within twenty-four (24) hours after notice of any such complaint, shall fail to make such collections or shall fail to clean up the property, depending on the nature of the complaint, an additional deduction of Forty (\$40.00) dollars shall be made for each twenty-four (24) hour period during which any such failure shall be allowed to continue after such notice. The sum deducted by the Authority under this provision shall be deemed and taken by the Authority as liquidated damages to the City and not as a penalty.

DRIVER'S LICENSE REQUIREMENTS:

The contractor shall be responsible for insuring that employees driving equipment in the Authority Cities have a current, valid commercial driver's license of the State of Michigan, for the equipment being driven, as required by law.

EQUIPMENT:

Each bidder shall submit with his/her proposal, specifications of all equipment to be used in the performance of the proposed contract. Equipment to be used for hauling of refuse and recyclables shall be late model, steel body with covers, and non-leakable. All contractor provided equipment to be used, is contingent upon the approval from the Authority. The equipment shall be in such condition that the schedule of collection can be maintained. Breakdowns or faulty equipment will not be sufficient reasons to deviate from this schedule.

The contractor shall use the equipment identified in his/her proposal, or equipment equal in type, specifications and age, usual wear and tear expected, at all times during the performance of the contract, and shall promptly acquire and use such additional equipment that performance of the contract shall from time to time require.

The equipment must be available ten (10) days before any collections are to be made under the contract, at which time they may be inspected by the Authority.

All equipment used to collect and transport solid waste materials under this contract, shall have current State of Michigan licenses and certifications required for this purpose.

PAYMENT:

The Authority will provide the contractor with month end reports of residential customers serviced. The contractor will be paid for "refuse collection and disposal" and "recyclables collection and processing" in **arrears** for each residential unit inventoried at the monthly unit price bid.

Payment for the "municipal refuse collection and disposal," and "municipal recyclables collection and processing," shall be included in the residential unit price bid per month.

PAYMENT CONTINUED:

An adjustment will be allowed under this proposal for a net increase of new dwelling units in the Authority during the period of the contract. Permits for demolition of housing units shall be deducted from permits for new construction to determine the net increase. Dwelling units in territory annexed to the Authority shall be considered and counted as new units. Adjustments for newly annexed dwelling units shall be made beginning the month following the initiation of service to the new area. The additional compensation shall be the monthly household unit prices provided in the bid proposal.

In the event of new, or a change of existing, local, state, or federal laws or mandates related to the collection, disposal, or processing of refuse or recyclable, the contractor shall be reimbursed proportionately for any such increased costs.

The contractor shall provide a monthly itemized invoice for services provided. Payment will be processed within thirty (30) days of receipt.

Unless otherwise provided herein, no adjustment in payment will be allowed throughout the contract period for changes in refuse disposal fees (tipping fees), or recyclable processing fees.

COMPENSATION:

For all of the services performed by the contractor hereunder, the Authority Members shall pay per unit for the period May 1, 2022 through April 30, 2027.

A per unit fuel adjustment factor will be made effective on May 1, 2023, based upon the Department of Energy published rate for diesel fuel. The fuel adjustment shall be calculated by comparing published rate for May 1st of each year with the published rate for the previous July. Any increase or decrease in the published rate for diesel fuel of \$0.20 per gallon, or multiples of \$0.20 per gallon, would change the per unit price service in a like manner in multiples, as specified in proposal.

BILLING AND COLLECTION FOR SERVICE:

The Authority Members shall bill and collect all rates, charges and/or fees from all occupants who receive this service.

SUPERFUND INDEMNIFICATION:

The contractor shall indemnify, defend and save harmless the Gratiot Area Solid Waste Authority from and against all loss or expense (including costs and attorney fees), by reason of any liability asserted or imposed upon the Authority for remedial action imposed by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund), as a result of the solid waste disposed of as required herein.

4. What equipment do you currently own that is available for the proposed work, assuming all options of the bid proposal are elected by the Authority?

<u>Quantity</u>	<u>Age, Make, Description, Size, Capacity, etc,</u>	<u>Condition</u>	<u>Years of Service Remaining</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

BID PROPOSAL
GRATIOT AREA SOLID WASTE AUTHORITY
SOLID WASTE AND RECYCLABLES COLLECTION SERVICES

To: Gratiot Area Solid Waste Authority
525 E. Superior St.
Alma, MI 48801

Proposals must be delivered before 3:00 p.m., Eastern Daylight Savings Time, February 16, 2022.

In accordance with the advertisement inviting bids for furnishing refuse and recycling collection services for a period of sixty (60) months commencing May 1, 2022, and in conformity with specifications, general provisions and addenda listed hereafter, the bidder hereby certifies that the bidder is the only person(s) interested in this bid as principal(s); that an examination has been made of the specifications, addenda, and other information attached hereto; that the bidder has had sufficient time to investigate and has based the following bid on the bidder’s own independent examination and investigation; that the bidder proposes to furnish all necessary equipment, tools, labor, and other devices in the manner and at the time prescribed; that the bidder understands the specified services to be furnished at the following prices, and said prices are exclusive of all applicable federal, state, and local taxes, and the bidder hereby certifies that this bid is made without collusion with any person, firm, or corporation.

The successful bidder will provide curbside solid waste service (including all disposal costs) and curbside recycling service (including all processing and marketing costs) plus pick up one (1) large item on a weekly basis for the City of Alma and City of St. Louis.

City of Alma and City of St. Louis

Table 1

Service Area		Column A Monthly Cost for Trash Only * (\$/customer-month)	Column B Monthly Cost for Bi-weekly Recycling (\$/customer-month)	Sum of Columns A and B (\$/customer-month)	Column C Monthly Cost for Trash Only *(per \$/customer-month)	Column D Monthly Cost for One Week Per Month Recycling (\$/customer-month)	Sum of Columns C and D (\$/customer-month)
City of Alma	Year 1						
	Year 2						
	Year 3						
	Year 4						
	Year 5						
City of St. Louis	Year 1						
	Year 2						
	Year 3						
	Year 4						
	Year 5						

*Trash only includes up to one large (bulk or clean-up) item per customer-week.

