

**REQUEST FOR PROPOSALS  
SOLID WASTE COLLECTION**

The City of West Branch will accept sealed proposals for residential solid waste and recycling collection.

Proposals will be accepted by City Manager John Dantzer at West Branch City Hall, 121 N 4<sup>th</sup> Street, West Branch, MI 48661 until the deadline of 12:30pm on Friday, February 25, 2022. Sealed bids shall be clearly labeled "SOLID WASTE BID" and will be opened and publicly reviewed at that time.

The City of West Branch reserves the right to accept or reject any or all proposals/bids, to waive irregularities, and to accept the proposal deemed to be in the best interest of the City of West Branch.

Posting date and time: January 13, 2022

**REQUEST FOR PROPOSALS**  
**Solid Waste Collection for the**  
**City of West Branch**

**1. INTENT**

This Request for Proposals (RFP) is issued by the City of West Branch. The desired result of the RFP process is award of a contract to a qualified waste hauler for residential solid waste and recycling services in the City of West Branch, hereafter referred to as the "City." The City will consider bids submitted in response to this RFP either individually or collectively.

The City's objectives in issuing a contract for solid waste and recycling services are to:

- Establish a three-year service agreement with a single hauler to provide waste services within the City.
- Minimize the cost of solid waste services for City residents.
- Minimize the cost of recycle services for the community.
- Include bulk item pickup for residents in the City.

**A. Container Service Payments:** The waste hauler awarded this contract will receive payment for container waste collection, recycling, and bulk item pickup as follows:

**1. Contractor Billing:** Service costs are paid by the City directly to the Contractor. The Contractor is responsible for determining service levels for each address and changes to service levels for customers.

**2. BACKGROUND**

The City of West Branch encompasses roughly 1 square mile and has a population (2020 census) of 2,064. There are approximately 953 residential units within the City limits.

The contractor that currently provides the City's solid waste collection also provides refuse (bulk item) pickup to tax payers with every pickup.

**3. SCOPE**

The scope of work to be performed under this contract includes:

- Solid waste collection and disposal
- Recycling center collection and disposal
- Bulk item pickup and disposal

**3.1 General Requirements:**

**A. Hours of Operation:** Collection shall not start before 7:00am or continue after 6:00pm on the same date, Monday through Friday. Exceptions to collection hours shall only be made upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to holiday catch-up or unusual circumstances.

**B. Collection Routes:** All routing and scheduling of trucks used for refuse collection shall be left to the reasonable discretion of the contractor with consultation from the City. The Contractor may from time-to-time submit changes in route or day of collection to the City for approval.

**C. Holidays:** No collection will be allowed on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Pickup normally scheduled on observance day of the holiday will be pushed forward to the next regular work day. The suspension of collection service on any holiday in no way relieves the contractor of its obligation to provide its weekly collection service.

**D. Vehicles:**

1. **General:** The Contractor shall at all times provide an adequate number of vehicles to perform the services outlined in the terms of this contract. The vehicles shall be licensed in the State of Michigan and shall operate in compliance with all applicable State, Federal, and Municipal regulations. All vehicles shall be manufactured and maintained to conform to State of Michigan Department of Transportation standards.
2. **Specifications:** All vehicles used by the Contractor in providing collection of materials under this Contract shall be designed and maintained throughout the Contract term to prevent leakage, spillage, or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise and fuel emission control regulations.
3. **Vehicle Identification:** Each vehicle, at a minimum, shall contain the contractor's name and phone number which will be plainly visible on both cab doors.
4. **Cleaning and Maintenance:** Contractor shall keep all vehicles in a safe, neat, clean, and operable condition at all times. Vehicles shall be thoroughly washed on a regular basis.

**E. Personnel:**

1. **Qualifications:** Contractor shall furnish qualified drivers and other personnel to provide services in a safe and efficient manner. All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid Commercial Driver's License of the appropriate class.
2. **Courtesy and Appearance:** All employees of the Contractor shall be uniformed, showing their association with the Contractor while operating in the field. Each employee shall be neat and clean as circumstances permit. Shirts will be worn at all times. Contractor shall prohibit employees from using loud or profane language. Employees will be instructed to work as quietly as possible. Employees shall not at any time make solicitations of residents.

**F. Containers:** Contractor shall provide all ninety-five (95) gallon wheeled containers for residents required under this contract. Contractor must exercise due care in preventing damage to containers and shall return containers in an upright position. In the event the Contractor damages a container, it will be replaced at Contractor's expense within one week. Residents will be responsible for cleanliness, care, and storage of containers.

**G. Litter Abatement:** Contractor shall use due care to prevent materials from being spilled or scattered during the transportation process. If materials of any kind are spilled during transportation, the contractor shall promptly clean-up spilled materials.

**H. Care of Public and Private Property:** Contractor shall pay for or repair all damage to private and public property caused by its employees or its operations.

**I. Collection Service Complaints:** All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the trash, recyclables, and bulk items not collected within 48 hours after the complaint is received. The Contractor must provide a local or toll-free number at which it can be contacted, and will designate, by name, the person who will serve as contact or liaison to the City. Should the complaint go unresolved longer than seven (7) days, the City will have the right to demand an explanation or resolution to its satisfaction.

**J. Private Driveways:** The Contractor shall not be required to enter private driveways.

**K. Special Services:** To distinguish their level of customer service, some firms will offer services like special assistance for senior citizens or those with disabilities who may have a challenge taking their refuse to the curb and returning the containers to their home. Contractors should specify if they plan to offer a program like this and what, if any, special cost there may be for such a service. Similarly, when a resident moves in or out of a residential unit, extra refuse is often generated. Contractors should indicate if they offer collection of larger than usual loads in these circumstances.

**L. Public Education and Community Outreach:** The Contractor if requested by the City shall assist in the development of a Public Education and Community Outreach Programs in partnership with the City and other appropriate parties. The public education program shall include information on recycling and waste reduction, in support of City, County, and State waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by the City.

### **3.2 Requirements Specific to Solid Waste Collection**

**A. Residential Collection:** Contractor shall provide all labor and equipment required to collect, load, and transport solid waste material once weekly from all housing units and businesses in the City. The number of residential units requiring collection is approximately 953.

**B. Municipal Collection:** The Contractor agrees to provide commercial collections services for approximately 20 downtown trash cans and the three 8-yard front load containers for cardboard located downtown at no charge. Contractor will also provide at no charge one 8-yard front load container located at the DPW garage. Should the City request and increase in service beyond the services request at any time during this contract, the Contractor shall retain the ability to negotiate any additional costs associated to said increase in service with the City subject to the written agreement of the City.

**C. Disposal:** The Contractor shall dispose of all solid waste in an approved and permitted disposal site that is licensed by the State of Michigan Department of Environmental Quality (DEQ). Contractor will specify disposal site in the bid submission.

### **3.3 Requirements for Recycling**

**A. Material Collected:** The Contractor shall provide two stationary compactors and receiver boxes at the current recycling center location that is used by City and participating Township

residents. Both boxes will be serviced on an “on call” basis.

**B. Disposal:** Contractor shall not landfill uncontaminated recyclable materials. Ownership of recyclable materials is vested in the Contractor when the items are placed in the collection vehicle. The Contractor shall be responsible for handling, processing, and marketing the recyclable material to the aftermarket and is entitled to all proceeds from the sale of recyclable materials.

**3.4 Requirements Specific to Bulk Item Pickup**

**A. Material Collected:** The Contractor shall provide a proposal for weekly pickup of bulk items (2 per week) including furniture, appliances such as stoves, refrigerators, washers, dryers, and water heaters, carpet, wood, metal, and other materials with a weight and volume greater than allowed for container collection. Bulky items shall be bundled by the resident in parcels not exceeding 4 feet in length and/or 50 pounds in weight. Residents shall remove doors from all appliances before placing them curbside for collection.

**B. Disposal:** The Contractor shall dispose of all bulk items in an approved and permitted disposal site.

**4. INFORMATION REQUIRED FROM PROPOSERS**

**4.1 Copies**

Nine written copies of the proposal shall be submitted no later than **February 25, 2022 at 12:30 pm**, to:

West Branch City Hall  
121 N 4<sup>th</sup> St  
West Branch, MI 48661

Please indicate on the outside of the sealed envelope that it is the “**Solid Waste Collection Proposal.**” You must submit the proposal prior to the above-indicated time and date or the proposal will not be accepted. Faxed and e-mail proposals are not acceptable.

**4.2 Proposal Format**

Proposals shall include as a minimum the following information:

**A.** A completed bid summary, attached, with costs for each service contained in this RFP (Including optional items on bid summary). Proposed rates must be inclusive of all fees, charges, and surcharges.

1. Cost for curbside collection of trash should be proposed for weekly service. Cost should be proposed as a fixed price per household per month for 96-gallon cart service.
2. Cost for recycling should be proposed for the monthly rental of the two compactors as well as any additional price for the removal of full compactors on an “on call” basis.
3. Cost for curbside collection of bulk waste should be proposed for weekly pickup. Proposed cost for service should be a fixed price per household per month.

**B.** A statement of the Contractor’s previous experience. Include a minimum of three

references, on attached bid summary form, from organizations or municipal governments for which you have performed similar work to that required herein. For each reference describe the work provided, the date of the beginning of the contract, the length of the contract, and a contact person (with telephone number and e-mail).

C. Identification of the person responsible for drafting the bid and a contact person to whom inquiries should be directed, with an address, telephone number, and fax number (if available).

D. Specify on a separate sheet of paper any exceptions: terms, conditions, or specifications that the Proposer is unwilling or unable to meet.

#### **4.3 Innovation**

In addition to meeting the basic requirements of this RFP, Proposers are encouraged to submit innovative proposals that will meet or exceed the City's requirements. Please clearly identify any such innovative, alternate proposals (options) in your proposal package.

#### **4.5 Questions**

All questions regarding this RFP shall be submitted in writing to John Dantzer, City Manager by email ([citymanager@westbranch.com](mailto:citymanager@westbranch.com)) at least seven (7) business days prior to the deadline for submitting the proposal. Written answers to questions, which in the opinion of the City may change or substantially clarify the RFP, will be submitted to all prospective Contractors who have advised the City of their wish to be notified regarding this RFP.

To be notified of such information, prospective bidders must advise the City Manager's Office of their interest in this proposal as soon as possible. If a firm wishes to be advised of information, there is no obligation to bid. Prospective firms may advise the City of their interest and contact information by email to ([citymanager@westbranch.com](mailto:citymanager@westbranch.com)) or calling (989) 345-0500.

### **5. EXAMINATION OF WORK**

Prior to submission of a bid, the Contractor shall make and shall deem to have made a careful examination of the site and specifications. The Contractor shall become informed as to the location and nature of the proposed project, the transportation facilities, general local conditions and all other matters that may affect the cost and time of completion of the project.

It is the Contractor's responsibility to examine the project prior to bid submission to become fully aware of the requirements. Ignorance of conditions that now exist or that may hereinafter exist, or of any conditions or difficulties that may be encountered in the execution of the work as a result of failure to make such examination to become so informed will not be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect all of the requirements.

### **6. AGREEMENT**

The selected Contractor will be required to enter into an Agreement for this project. A draft Agreement may be provided by the City. All requirements of the Agreement, these specifications and Contractor's bid will become contractual obligations of the Contractor. It is anticipated there will be negotiation on the final service arrangement and the response to this request will set the basis for these negotiations to provide the services the City deems most beneficial for its residents.

## **7. INSURANCE**

The Contractor agrees not to change and agrees to maintain such insurance throughout the period of performance of the Agreement. The Contractor will upon execution of the Agreement provide a certificate of insurance to the City Clerk. The policy shall contain endorsements stating that at least a 10-day notice will be given to the City prior to termination or any change in the policy. Should any required insurance be cancelled, materially reduced or expired, all activities under the Agreement shall immediately cease until substitute insurance in compliance with all requirements hereof has been procured and evidence thereof presented to the City.

**Commercial General Liability.** The Contractor shall acquire and maintain commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence with the City being named as additional insured for all claims arising out of the Contractor's work.

**Broadened Auto Pollution Liability Form CA 9948.** The Contractor shall acquire and maintain Broadened Pollution Liability Form CA 9948 in the amount of \$1,000,000 per occurrence. The City shall be named as additional insured.

**Automobile Liability.** The Contractor shall acquire and maintain during the life of the Agreement, automobile liability insurance, including applicable "no-fault" coverage, combined single limit bodily injury and property damage and shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

**Workers Compensation.** The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and the Contractor shall provide a certificate of insurance or copy of state approval for self-insurance to the City Treasurer upon execution of the Agreement.

## **8. SUBCONTRACTING**

The selected Contractor will be required to assume responsibility for all services outlined in this bid, whether or not that firm provides them or subcontracts them to another entity. None of the Contractor's duties under the Contractor shall be assigned, subcontracted or transferred without prior written consent of the City. Any assignment, subcontract or transfer of duties under the Agreement shall be in writing. The City will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any or all charges resulting from the Agreement. If any of the work is to be subcontracted, the Contractor awarded the bid must provide a complete description of the work to be subcontracted and a description of the subcontractor's organization and capabilities. The Contractor must list all subcontractors to be used on the Bid Summary sheet. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Agreement and its specifications.

## **9. PROTECTION OF WORK AND PROPERTY**

The Contractor shall continuously maintain adequate protection and shall assume full responsibility for the Contractor's work from loss or damage and shall protect all public and private property from injury or loss arising in connection with the Contractor's work. The Contractor will indemnify and save harmless the City, its officers, agents, servants, residents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Agreement; provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of the

award of this Agreement or a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

**10. SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications and any supplemental specifications as to any detail, or the omission from them of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practices are to prevail and only material of the first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications will be made upon the basis of this statement.

**11. NONDISCRIMINATION**

The Contractor nor any subcontractor nor any person(s) acting on its behalf shall discriminate against any person because of race, sex, age, creed, color, religion, or national origin, or any other protected classification.

**12. TERMINATION**

A. For Fault. If the City Manager determines that the Contractor has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by the Agreement, the City Manager may terminate or suspend the Agreement in whole or in part upon written notice to the Contractor specifying the portions of the Agreement and in the case of suspension shall specify a reasonable period of not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Contractor shall correct the violations referred to in the notice. If the Contractor does not correct the violations during the period provided for in the notice, the Agreement shall be terminated upon expiration of such time. Upon termination, any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs occasioned the Municipality by reason of the termination. This provision for termination shall not limit or modify any other right to the Municipality to proceed against the Contractor at law or under the terms of the Agreement.

B. Not for Fault. Whenever the City Manager determines that termination of the Agreement in whole or in part is in the best interest of the City or in the event that termination is required by any state or federal agency, the City Manager may terminate the Agreement by written notice to the Contractor specifying the services terminated and the effective date of such termination. Upon termination, the Contractor shall be entitled to and the City shall pay the costs actually incurred in compliance with the Agreement until the date of such termination.

**13. PAYMENT**

Under the City billing option, payment shall be made within thirty (30) days of satisfactory completion of work in each billing period. The City may withhold payment in whole or in part for:

- A. Defective work not remedied, or
- B. Damage to public property, or
- C. Failure to obtain proper permits and insurance, or
- D. Claims filed or reasonable evidence indicating probability of claims being filed, or
- E. Failure of the Contractor to make payments properly for subcontractors, or for material, or labor, or
- F. A reasonable doubt that the Agreement can be completed, or
- G. Damage to another contractor.



**14. FUEL ADJUSTMENT**

The bid price submitted by the Contractor shall also include any fuel recovery type fees. The fuel recovery fee should be adjusted with incremental increases and/or decreases and should be done on a monthly basis and reflect changes to the cost of diesel fuel. All fuel adjustment fees should be communicated to the City prior to the adjustment.

Bidders will submit a Fuel Adjustment Chart indicating the effects of fuel prices on the contract price.

**15. INQUIRIES**

Please direct any questions concerning any part of these specifications to:

John Dantzer, City Manager  
(989) 345-0500

**BID SUMMARY**

**Title: Solid Waste Collection**

**Due Date: February 25, 2022, 12:30 pm**

Having carefully examined the specifications and any other applicable information, the Contractor proposes to furnish all items necessary for, and reasonably incidental to the proper completion of this bid.

The Contractor submits this bid and agrees to meet or exceed all of the City's requirements and specifications unless otherwise indicated in writing and attached hereto.

The Contractor certifies that as of the date of this bid, the Contractor is not in arrears to the City of West Branch for debt or contract.

The Contractor understands and agrees, if selected, to enter into an Agreement with the City and to provide proof of any required insurance and bonds. The Contractor shall comply with all applicable federal, state, local and building codes, laws, rules and regulations and obtain any required permits for this work.

The Contractor understands that the City reserves the right to accept any or all bids in whole or part and to waive irregularities in any bid in the best interest of the City. The bid will be evaluated and awarded on the basis of the best value to the City. Criteria used may include, but will not be limited to: ability, qualifications, timeframe, experience, price, type and amount of equipment, accessories, options, insurance, permits, licenses, other pertinent factors and overall capability to meet the needs of the residents.

The Contractor agrees that the bid may not be withdrawn for a period of 60 days from the actual date of the opening of the bid.

**Bidders are required to complete all of the attached Bid Summary forms.**

**Bidders must also submit a Fuel Adjustment Chart indicating the effects of fuel prices on the contract price.**



**Bidder: Please return this sheet.**

List Subcontractors, if any.

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Commercial or Municipal References: (include name of organization, contact person, daytime phone number, and length of time services have been performed).

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_