

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6051

SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

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Senior Buyer
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**WASHTENAW COUNTY
Finance Department**

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6051

May 2, 2003

Washtenaw County Purchasing Division on behalf of Washtenaw County Facilities is seeking proposals for Solid Waste Collection, Disposal, and Recycling Services for a three-year period of all Washtenaw County buildings designated.

Sealed Proposals: Vendor will deliver one **(1) original** and **(4) four** copies which is clearly marked as such and must contain original signature(s) to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O.Box 8645
Ann Arbor, MI. 48107**

by 10:30am on Thursday, May 22, 2003

This submission shall include the entire Request for Proposal document and any amendments if issued.

Proposals received after the above cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP # 6051".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6760.
- Please direct specific technical questions regarding this RFP Kerry Sheldon at (734) 973-4375.

I. PROPOSAL

- Definitions:**
- “County”** - is Washtenaw County in Michigan.
 - “Bidder”** - an individual or business submitting a bid to Washtenaw County.
 - “Contractor”** - One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

Washtenaw County, Michigan is accepting bids for the following services:

- Section 1 (p. 9):** Solid waste collection and disposal service
- Section 2 (pp. 10):** Recycling collection and processing at the Contractor’s facility

Bid Process:

Contractors may bid on the above sections as follows:

1. Section 1
2. Section 2
3. Section 1 and 2

II. PROPOSAL TERMS

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors that Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. All questions, interpretations, or clarifications relevant to this RFP are required in writing prior to the date proposals are due.
- D. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of Bid. (See "Award" in Section IV.)
- E. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- F. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned. To be considered, original proposal and six copies must be at the County Purchasing Division on or before the date and time specified.
- G. Proposals should be prepared simply and economically providing a straight-forward, concise description of the Contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. *Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.*
- H. **All documents submitted to Washtenaw County should be printed on recycled paper (with post-consumer content), and the proposals should be double-sided.** This constitutes an expression of good faith in cooperating with the County's goal of promoting markets for recycled materials.
- I. Contractors' proposals must not be marked as confidential or proprietary to the Contractor. Washtenaw County may refuse to consider a proposal so marked. All proposals will become the property of Washtenaw County. Information in the proposals will become public property and subject to disclosure laws and County policies and procedures.

III. CONTRACTOR INFORMATION

The proposal shall include all of the following information (failure to include all the information could result in disqualification):

1. **Qualifications.** Please list your company's years in business, staff profile and experience that qualify your company to provide the services required by Washtenaw County.
(Attach as Addendum A)
2. **References:** List three (3) references from current customers receiving the same or similar service(s). Include name, contact name and phone number.
(Attach as Addendum B)
3. **Concurrence** with Section IV: Terms and Conditions (p. 4). Please indicate in writing that your company will meet these provisions.
(Attach as Addendum C)
4. **Concurrence** with Section V. Contract Provisions (pp. 5-8). Please indicate in writing that your company will meet these provisions.
(Attach as Addendum D)
5. **Statement of** any recycling programs your company currently offers.
(Attach as Addendum E)
6. **Description** of how your company will collect recyclable material. For instance, do you collect recyclables and solid waste in separate containers, or are recyclables commingled with solid waste? Does your company use separate trucks to collect recyclables vs. solid waste? Please provide all relevant collection details.
(Attach as Addendum F)
7. **Reporting.** Washtenaw County requires that tonnage and/or volumes be reported quarterly for recycling and solid waste collected. Please explain how your company will track, record, and submit these data.
(Attach as Addendum G)
8. **Bidding.** All Contractors bidding on recycling are required to bid on "Option A" (*see pg. 12*). Contractor may also submit pricing for processing at their own facility, "Option B" (*no bid sheet provided*). If your company opts to bid on Option B, please provide the name, address, and description of the facility where recyclables will be processed.
(Attach as Addendum H)
9. **Miscellaneous.** Describe any additional tools your company can provide Washtenaw County to assist in improving the County's InHouse Recycling Program: e.g., educational materials, collection containers, employee incentives, etc.
(Attach as Addendum I)

IV. TERMS AND CONDITIONS

Award:

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (see "*Low Bidder*," *below*), quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Contractor whose proposal is deemed to best meet the County's specifications and needs.

Low Bidder:

Low Bidder will be determined according to several factors including price, collection methodology, and responsiveness to the bid.

Term of Bid:

This is a 3 year bid from date of contract and the prices reflected in the bid are for the three year period.

V. CONTRACT PROVISIONS

If a contract is awarded, the selected Contractor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. These provisions are general principles that apply to all Contractors providing service(s) to Washtenaw County, as follows:

ARTICLE I – REPORTING OF CONTRACTOR

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Facilities Management and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor,

any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal

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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. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.09 per hour with benefits or \$10.66 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2003 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

VI. SCOPE OF SERVICES

A. SOLID WASTE COLLECTION AND REMOVAL (“Section 1”)

1. The Contractor will be responsible for the collection, transportation, and disposal of solid waste generated at designated facilities in accordance with all local, state, and federal laws.
2. The Contractor will provide containers for the collection of solid waste materials generated at each designated facility.
3. The Contractor will collect solid waste on a regularly scheduled basis, determined by the Contractor and agreed upon by the County.
4. The Contractor will maintain a clean area around dumpsters. The Contractor must pick up and remove any debris created as a result of the collection activity.
5. The Contractor will be able to respond to irregularities in waste generation. The Contractor shall respond within 24 hours to any unforeseen/special pick-ups requested by the County.

The container sizes and collection frequencies currently in use for each County building are listed below:

Location	Address	Containers (# and size)	Pick-ups/per week
Administration Building	220 N. Main Ann Arbor	1 - 6 yd	5
Service Center	4133 Washtenaw Ann Arbor	2 - 6 yd 1 - 8 yd	1 1
Juvenile Court	2270 Platt Road Ann Arbor	1 - 6 yd 1 - 3 yd	1 1
Facilities Management Center	2155 Hogback Rd Ann Arbor	1 - 30 yd	As needed
County Jail	2201 Hogback Ann Arbor	3 - 6 yd 2 - 5 yd	3 3
Dept of Social Services (Ann Arbor)	2140 E. Ellsworth Ann Arbor	1 - 6 yd	2
Dept of Social Services (Ypsilanti)	22 Center Street Ypsilanti	3 - 6 yd	2
O'Brien Center	2260 Platt Road Ann Arbor	1 - 3 yd	1
Chelsea Court	122 S. Main Chelsea	1 commercial toter	1
To be Determined	Varies	30 yd	As needed

B. RECYCLING COLLECTION AND PROCESSING (“Section 2”)

Background

Washtenaw County has a strong commitment to waste reduction and recycling. Recycling is official County policy and employees have been participating in a program for over ten years.

Since 1997, the County's InHouse Recycling Program has consisted of a two-stream sorting process, as follows:

Mixed Paper

White Ledger
Colored Ledger
Computer Print Out
Copier & Laser Print Paper
Newspapers
Magazines
Boxboard
Blueprints
Envelopes

Mixed Containers

#1 PET Plastic Bottles
#2 HDPE Plastic Bottles
Milk Cartons
Drink Boxes (aseptic)
Steel Cans
Aluminum Cans

Materials are collected in County offices in corrugated boxes lined with colored or translucent plastic bags. Materials are then transported outside into 90-gallon collection carts. Paper is generally emptied into the carts loose, while rigid containers are kept in the plastic bags. Historically, mixed paper has represented over ¾ of materials collected. In 2002, over 120 tons of office paper were collected from Washtenaw County facilities. Cardboard has been collected and delivered to the Comprehensive Drop-off Station at 2950 Ellsworth Rd. Approximately 100 uncompacted cubic yards of cardboard were collected during 2002.

In addition to those items listed above, corrugated cardboard should also be collected for recycling. County staff will flatten cardboard and place in a container (*preferably a Dumpster*) provided by the Contractor.

Washtenaw County's InHouse Recycling Program will:

- | | |
|--------------------------------|--|
| Be easy to understand | Foster high participation |
| Be easy to implement | Achieve a high recovery rate |
| Be convenient for employees | Produce high quality recyclables |
| Capture a variety of materials | Track program performance (in terms of yards or tons diverted) |

The successful Contractor will:

1. Provide external collection containers as needed for recyclables at each location (e.g. carts or Dumpsters; may differ by location according to space availability and contractor's collection method)
2. Collect recyclables on a regularly scheduled basis, determined by the Contractor and agreed upon by the County.
3. Work with the County's InHouse Recycling Program Coordinator to ensure that materials are sorted properly and according to specification.
4. Provide quarterly reports to the County's InHouse Recycling Program Coordinator on the volume or tonnage of materials collected.
5. Provide bi-annual reports to Washtenaw County on the composition of materials collected, based on an internal audit of Washtenaw County materials.

VII. BID PRICE SHEETS

A. SOLID WASTE COLLECTION AND DISPOSAL (“Section 1”) BID SHEET

Location	Address	Containers (# and size)	Pick-Ups Per Wk.	Price (Year 1)	Price (Year 2)	Price (Year 3)
Administration Building	220 N. Main St. Ann Arbor	1 - 6 yd	5			
Service Center	4133 Washtenaw Ann Arbor	2 - 6 yd 1 - 8 yd	1 1			
Youth Center Juv. Detention	4125 Washtenaw Ann Arbor	1 - 6 yd	1			
Juvenile Court	2270 Platt Rd. Ann Arbor	1 - 6 yd 1 - 3 yd	1 1			
Facilities Management Center	2155 Hogback Rd. Ann Arbor	1 - 30 yd	As needed			
County Jail	2201 Hogback Rd. Ann Arbor	3 - 6 yd 2 - 5 yd	3 3			
Department of Social Services (Ann Arbor)	2140 E. Ellsworth Ann Arbor	1 - 6 yd	2			
Department of Social Services (Ypsilanti)	22 Center Street Ypsilanti	3 - 6 yd	2			
O'Brien Center	2260 Platt Rd.	1 - 3 yd	1			
Chelsea Court	122 S. Main St. Chelsea	Commercial Toter	1			
Western Service Center	705 N. Zeeb Rd. Ann Arbor	1 - 6 yd	1			
To be determined	Varies	30 yd C&D materials	As needed			

B. RECYCLING COLLECTION AND PROCESSING (“Section 2, Option A”) BID PRICE SHEET

Location	Address	Containers (# and size)	Pick-Ups Per Wk.	Price (Year 1)	Price (Year 2)	Price (Year 3)
Administration Building	220 N. Main Ann Arbor		1			
Service Center	4133 Washtenaw Ann Arbor		1			
Juvenile Court	2270 Platt Road Ann Arbor		1			
Facilities Management Center	2155 Hogback Rd. Ann Arbor		1			
Community Corrections	3810 Packard Rd. Suites		1			
County Jail	2201 Hogback Rd. Ann Arbor	2-5 for OCC	2			
County Jail	2201 Hogback Rd. Ann Arbor		1			
Department of Social Services	2140 E. Ellsworth Ann Arbor		1			
Youth Center Juv. Detention	4125 Washtenaw Ann Arbor		1			
Department of Social Services	22 Center Street Ypsilanti		1			
Western Service Center	705 N. Zeeb Rd. Ann Arbor		1			
Head Start Administration	3075 Washtenaw Ann Arbor		1			
Public Health	10 S. Prospect Ypsilanti		1			
Eastern Co. Gvt. Center	415 W. Michigan Ypsilanti		1			
Perry Learning Center	633 Harriet Ypsilanti		1			

PLEASE NOTE: Washtenaw County does not guarantee that all buildings will receive recycling services. The County may choose to initiate recycling services only at certain buildings, and reserves the right to add services to other buildings at any time during the course of the contract per the prices provided in this bid sheet.

SIGNATURE PAGE

_____ Signature	_____ Company Name		
_____ Print Name	_____ Company Address		
_____ Title	_____ City	_____ St.	_____ Zip
_____ Telephone #	_____ Fax #		
_____ Federal Tax ID #	_____ Partnership		
	_____ Non Profit Corp.		
	_____ Profit Corp.		
	_____ Other		

CHECK ONE

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.