

May 4th, 2023

The City of Munising will receive sealed bids in the City of Munising office at 301 E. Superior St., Munising, MI 49862 until **May 19<sup>th</sup>, 2023**, for the following:

**Solid Waste Collection**  
**(See attached specifications)**

**It is the sole responsibility of the vendor to ensure that their information is registered in order to receive notifications when requests for proposals or bids, updates, and addendums are posted.**

The City of Munising reserves the right to accept or reject any or all bids, waive irregularities, and to accept the bids either on an entire or individual basis that is in the best interest of the City of Munising.

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expense shall be borne exclusively by the bidder.

Only the successful bidder will be notified. If you so desire, you may call for results.

If you have previously submitted an informal bid, you will still need to submit a sealed bid by the date and time indicated above in order for your bid to be considered.

Please make sure that all requirements listed in this request for bids are met. Telefaxed or e-mailed bids will not be accepted.

You must indicate on the outside of the sealed envelope that it is the **“Solid Waste Collection Proposal”**

If you have any questions, please **submit questions via email** to Devin Olson, CityManager@CityofMunising.org, City Manager, no later than Wednesday, May 17<sup>th</sup>, 2023

Please submit Proposal to:

Devin Olson, City Manager  
City of Munising  
301 E. Superior St.  
Munising, MI 49862

# **REQUEST FOR PROPOSALS**

## **Solid Waste Collection for the City of Munising,**

### **1. INTENT**

This Request for Proposals (RFP) is issued by the City of Munising. The desired result of the RFP process is to award a contract to a qualified waste hauler for residential solid waste services in the City of Munising, 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 services are to:

- Establish a five-year service agreement with a single hauler to provide residential waste services within the City.
- Minimize the cost of solid waste services for City residents.
- Reduce the number of waste collection vehicles using streets and alleys.
- Offer two levels of containerized waste collection service that promotes recycling and provides incentives to residents who minimize trash generation.
- Incorporate collection of recyclable materials for all residents.
- Include bulk item pickup if economically feasible.

The City may adopt ordinances that require all residents who participate in waste collection to use the waste hauler to whom the single hauler agreement has been awarded.

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

**Contractor Billing:** Service costs are paid by residents directly to the Contractor. The Contractor is responsible for determining service levels for each residential address, changes to service levels for customers, and any service start/stop dates for customers. The Contractor is responsible for collections.

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. 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 City.

The Contractor shall comply with all applicable federal, state, local laws, rules and regulations and obtain any required permits for this work. The Contractor will be required to enter into a Contractor Agreement (Agreement) with the City for this work

## **2. BACKGROUND**

The City of Munising encompasses 1 square mile and has a population (2020 census) of 1,917. There are approximately 825 households within the City limits. The City has no existing current agreements with waste haulers for residential or commercial services. The intent behind this contract is to end all City waste hauling and limit waste hauling to one contractor only. There is no waste hauler that offers curbside recycle pick up. The City also collects brush and leaves in the Spring and Fall and will continue this service.

## **3. SCOPE**

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

- Residential Solid Waste Collection and Disposal
- Curbside Residential Recycling
- Residential Bulk Item Pickup and Disposal

### **3.1 General Requirements:**

**A. Hours of Operation:** Collection shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day Monday through Friday (or Saturday during a holiday week). 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:** Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval. The Contractor may, from time-to-time submit changes in routes or days of collection to the City for approval. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected residents.

**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 workday, which may include Saturday if needed.

#### **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:** Contractor's name and local telephone number will be plainly visible on both cab doors. A unique identification shall appear on each vehicle.
4. **Cleaning and Maintenance:** Contractor shall maintain all vehicles in a safe, neat, clean, and operable condition at all times. Vehicles used for overnight storage of waste shall comply with County and City requirements and prevent leakage as well as provide security from vectors. Vehicles shall be thoroughly washed on a regular basis. City representatives may inspect vehicles at any time to determine compliance with sanitation requirements.

**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 Drivers License of the appropriate class.
2. **Courtesy and Appearance:** All employees of the Contractor shall be neat and clean as circumstances permit. Appropriate personal protective equipment (PPE) and 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 containers for residents, whether for waste or recyclables required under this contract. Contractor must exercise due care in preventing damage to containers and shall return containers in an upright position with the lids replaced. 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. Tagging:** The Contractor shall tag any materials left at the curb indicating why they were not taken, along with a phone number to call at the local office for customer questions.

**H. 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.

**I. 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.

**J. 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 24 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.

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

**L. Handicap/Back-door Pickups:** There are residents in the City who are unable to move refuse to the curb/alley. These locations will require back-door service by the Contractor at no additional charge as part of the regularly scheduled collection. The Contractor will be required to bring the containers to the curb and will be encouraged, but not required, to return the container to the back door.

**M. Public Education and Community Outreach:** The Contractor shall develop 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.

**N. Reporting:** The Contractor shall be responsible for maintaining and submitting quarterly reports as required by the City. Reports will include quarterly trash volumes and quarterly reporting of recyclables tonnage.

### **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 participating housing units in the City, including housing units up to fourplex in size. The number of residential units requiring collection is approximately 750.

**B. Service Levels:** Contractor shall provide two service levels at two separate prices:

- Level 1: 96 gallon container
- Level 2: 64 gallon container

The default service level, in the event that the resident does not make a selection, is Level 1. Contractor will provide the appropriately sized container prior to the start date of the contract. Residents may choose to change service levels at the beginning of any quarter. The Contractor will provide the appropriately sized container to the resident upon notification of a change in service level.

**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, Great Lakes, and Energy (EGLE). Contractor will specify disposal site in the bid submission.

### **3.3 Requirements Specific to Curbside Recycling**

**A. Material Collected:** The Contractor shall provide bi-weekly curbside pickup of co-mingled recyclable materials to all locations receiving solid waste pickup. Co-mingled recyclable materials are materials that are separated from mixed waste prior to collection. Recyclable materials may include paper and cardboard; tin and aluminum; green, clear and brown glass; and plastic containers (PET and HDPE). Cardboard pieces may be stacked, unbundled, or in bundles as large as 3'x2'x1'.

**B. Collection Bins:** The Contractor shall provide, at its own expense, a container to each household. Bin size shall be a minimum of 18 gallons. Residents may use additional bins/containers as may be needed at no additional charge. Contractor may, at its option, provide a wheeled container of larger size.

**C. 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.

**D. Pickup Schedule:** Contractor shall pickup recyclable materials on the same day as regular solid waste pickup. Vehicles used to collect recyclable materials will be separate from vehicles used for solid waste pickup, or will be designed specifically to keep waste and recyclables separated in different compartments.

### **3.4 Requirements Specific to Bulk Item Pickup**

**A. Material Collected:** The Contractor shall collect one time per month, one per residence, a large bulk item. Bulk items include furniture, appliances (such as stoves, refrigerators (certified not to contain Freon), washers, dryers, and water heaters), carpet, wood, metal, and other materials with a weight and volume greater than allowed for container 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 Economy of Preparation**

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the bidder.

##### **4.2 Copies**

Five written copies of the proposal shall be submitted no later than **2:00 PM on May 19<sup>th</sup>, 2023**, to:

Devin Olson, City Manager  
City of Munising  
301 E. Superior St.  
Munising, MI 49862

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 may not be accepted. Telefaxed and e-mail proposals are not acceptable.

##### **4.3 Proposal Format**

Proposals shall include, as a minimum, the following information:

- A. A completed bid summary with costs for each service contained in this RFP. 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 and 64 gallon cart service .
  2. Cost for bi-weekly curbside collection of recyclables should be included in the price of the 96 and 64 gallon cart service price. Proposed cost for weekly should be a fixed price per household per month. The proposal shall also include the types of acceptable material that will be picked up.

3. Cost for curbside collection of bulky waste should be proposed for monthly service. Proposed cost for monthly service should be a fixed price per household per month. Collection is limited to one (1) item per month.
- B.** Explanation of how the proposer would fulfill the requirements of the contract scope, to include:
1. Describe the methodology used to collect solid waste (e.g., equipment, automated, semi-automated, one or two person crews, etc.)
  2. Describe the methodology used to collect curbside recycling (e.g., equipment, automated, semi-automated, one or two person crews, etc.)
  4. Describe the methodology used to collect bulk items (e.g., equipment, automated, semi-automated, one or two person crews, etc.)
  5. Describe how customer complaints are handled.
  6. Describe the emergency plan in place that the Proposer will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disaster which may require a deviation from the normal operating procedures. The emergency plan should address customer notification procedures and include emergency contact information.
- C.** A statement of the Contractor's previous experience. Include a minimum of three references 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).
- D.** 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).
- E.** Specify on a separate sheet of paper any exceptions: terms, conditions, or specifications that the Proposer is unwilling or unable to meet.

#### **4.4 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 via email to the City Manager at [CityManager@CityofMunising.org](mailto:CityManager@CityofMunising.org), no later than **4:00 PM** on **May 17<sup>th</sup>, 2023**. Written answers to questions, which in the opinion of the City may change or substantially clarify the RFP, will be posted on the City's website along with the RFP at [www.CityofMunising.org](http://www.CityofMunising.org).

#### **4.6 Evaluation of Proposals**

All proposals received shall be subject to evaluation by the City. This evaluation will be conducted in the manner appropriate for the selection of a Contractor for the purpose of entering into a contract to perform these services. Price alone shall not be the basis for the award of this work, but shall be only one of the components considered. The City does not intend to award a contract for this work solely on the basis of any response made to this request. The following facts, along with other items, will be considered:

1. The Proposer's expertise and experience as related to the required services.
2. The Proposer's understanding of the scope of services and needs of the residents.
3. The Proposer's environmental record.
4. The proposed costs to residents.
5. Fuel adjustment factor.
6. Reference responses.
7. Quality of work on previously held contracts.

#### **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, specifications, and Agreement included herewith. 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 of the Agreement, and will not be accepted as a basis for extra compensation or extension of time.

#### **6. AGREEMENT**

The selected Contractor will be required to enter into an Agreement for this project. All requirements of the Agreement, these specifications and Contractor's bid will become contractual obligations of the Contractor.

#### **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 \$5,000,000 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.

**Site Specific Pollution Liability Coverage.** If the Contractor has a transfer facility, the Contractor shall acquire and maintain Site Specific Pollution Liability Coverage in the amount of \$5M per occurrence, with a \$5M aggregate in claims made form. Such coverage shall provide for a three-year discovery period. 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 worker's 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 Clerk 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 shall indemnify and save the City harmless from all such damages or injuries occurring because of the Contractor's work.

## **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. 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 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 the Contractor at time of termination may be adjusted to cover any additional costs occasioned the City by reason of the termination. This provision for termination shall not limit or modify any other right to the City 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 customers shall pay the costs actually incurred in compliance with the Agreement until the date of such termination.

## **13. FUEL ADJUSTMENT**

The bid price submitted by the Contractor will be adjusted on an annual basis according to a fuel adjustment factor. The fuel adjustment calculation will be tied to the Midwest average price of diesel fuel as reported weekly by the Energy Information Administration

of the U.S. Department of Energy (EIA/DOE) in its Weekly Retail On-highway Diesel Prices Index. The fuel adjustment factor will be applied to the contract price at the beginning of contract years 2 thru 5 based on the DOE average diesel fuel cost per gallon for the three month period ending December 31st of the previous year.

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

#### **14. INQUIRIES**

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

Devin Olson, City Manager  
[CityManager@CityofMunising.org](mailto:CityManager@CityofMunising.org)

**Bidder: Please return this sheet.**

**BID SUMMARY**

**Title: Solid Waste Collection      Due Date: May 19<sup>th</sup>, 2023 @ 2:00 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 Munising for debt or contract and is in no way a defaulter.

The Contractor understands and agrees, if selected, to enter into an Agreement (draft attached) 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 240 days from the actual date of the opening of the bid.

**Bidders are required to complete and submit all of the attached Bid Summary forms in addition to their responses to requests made in Section 4.**

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

**BID SUMMARY (Return this sheet)**  
**CONTRACTOR PERFORMS BILLING AND COLLECTIONS**

Waste Collection Services	Frequency of Service	Base Cost per Household				
		Year 1	Year 2	Year 3	Year 4	Year 5
RESIDENTIAL COLLECTION						
Trash – 96 gallon cart HH cost per month <sup>1</sup>	Weekly	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Trash – 64 gallon cart HH cost per month <sup>1</sup>	Weekly	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Recycling HH cost per month	Weekly	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Bulk Item <sup>2</sup> HH cost per month	Monthly	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

- Notes: 1. Price to include bi-weekly recycle pick up  
2. Bulk Item collection limited to one (1) item per month.

Waste Surcharge fee: 96 gallon cart \_\_\_\_\_  
64 gallon cart \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Name and Title (print)

\_\_\_\_\_  
Sole proprietorship/partnership/corporation

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
If corporation, state of incorporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
1  
2

**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) \_\_\_\_\_

