



REQUEST FOR PROPOSAL

RFP [102012](#)

Bay County Waste Collection Service

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL- THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO ENSURE THAT YOUR NAME MAY BE RETAINED ON OUT BIDDERS LIST

| | |
|-----------------------------|--|
| DATE OF REQUEST | AUGUST 17, 2012 |
| REFERENCE PROPOSAL NUMBER | RFP 102012 |
| PROPOSED DATE/TIME REQUIRED | SEPTEMBER 7, 2012 10:00 A.M. |
| SUBMIT PROPOSAL TO | BAY COUNTY RECREATION & ADMINISTRATIVE SERVICES DEPT. ATTN: FRANCES HORGAN BAY COUNTY BUILDING, 515 CENTER AVENUE, 8th FLOOR BAY CITY, MI 48708-5128 |
| MARK PROPOSAL | “WASTE COLLECTION SERVICE. DELIVER TO THE PURCHASING OFFICE IMMEDIATELY” |

The Bay County Recreation and Administrative Services Department is soliciting sealed proposals for a three year agreement for the solid waste collection service at various locations throughout Bay County. This request is for solid, recycled and medical waste.

REQUIREMENTS OF BIDDER:

1. Each bidder shall complete the Formal Bid Summary Form identifying monthly and annual cost for each location, the grand total annual cost. This summary shall also provide the cost (per container) for unscheduled pick-ups. **(ATTACHMENT A)**
2. Provide **optional** pricing to include collection of refuse which is plastic, cardboard and paper for recycling. **(ATTACHMENT B)**
3. Provide **optional** pricing to include the collection of Biomedical Waste. **(ATTACHMENT C)**
3. Each bidder is required to accompany their formal bid with a written sworn statement affirming they have not been a party to a collusive agreement. **(ATTACHMENT D)**
4. Each bidder shall submit a copy of their standard contract for review. **(PLEASE LABEL ATTACHMENT E)**

The County's commitment to improving our global environment will be reflected in consideration of responses to the following in choosing the successful bidder. The proposed contract with successful bidder will require the following:

- Right to Know Documentation: numerous laws have been enacted to protect employees and communities from the potentially harmful effects of hazardous substances. Failure to comply with these laws may give rise to significant community contamination and may lead to personal injuries that could otherwise have been avoided. **(ATTACHMENT F)**
 - Compliance with environmental laws: Bidder shall describe instances during the last three (3) years where bidder or a related business entity or the proposed disposal site has received notice from a governmental authority (e.g., the EPA or the DEQ) or neighbor, or third party concerning noncompliance or regarding violation of environmental law, regulation, ordinance, solid waste management plan, permit or the handling of chemicals. Bidder shall describe remedial activities, problem resolutions, and pending litigation of this type. **(ATTACHMENT G)**
 - Is the disposal site proposed for the County's waste on state or federal (National Priorities/Superfund) lists of contaminated properties or Michigan list published yearly by the DEQ, such that the property has been identified as a significantly contaminated property? If so, name site and describe remedial steps bidder has taken toward assisting with the property's removal from the list. **(ATTACHMENT H)**
 - Briefly describe any community environmental initiative programs sponsored by the bidder. **(ATTACHMENT I)**
- 9 Are there other Municipalities in Bay County that you service? If so, please list them. **(ATTACHMENT J)**
 10. Would you be willing to extend this contract to other Municipalities in Bay County? **(ATTACHMENT J)**
 11. If there are fees associated with your service beyond the standard container rate please list them, what the current cost is and how is this cost determined. **(ATTACHEMENT K)**

12. In the event that a price increase will be requested due to fuel charges Bay County is requesting escalator/de-escalator pricing based on the Producer Price Index (PPI) <http://www.bls.gov/ppi/data.htm> (Series Id: WPU057303 (not seasonally adjusted); Group: Fuel and related products and power; Item: #2 diesel fuel) to regulate fuel pricing during the term of the contract. Any pricing adjustment requests will be based upon this index, this is an **optional provision**, if you wish to include this please indicate the +/- percent your company is willing to allow. The effective date shall be October 2012. Any price adjustment must be submitted in writing, include the justification and the last 6 months of the final version of the data supplied by the Producer Price Index for the series ID listed above. **(ATTACHEMENT K)**

ADDITIONAL BID INFORMATION:

1. Successful bidder shall obtain any and all permits required to perform the job.
2. Successful bidder shall be licensed in the state of Michigan to perform the above required work.
3. Each bidder shall provide and include the necessary insurance certificates and a bid bond in the amount of 5% of their bid price with their bid submission.
4. All bids must be good for 90 days after the previous stated proposal date.
5. All prices must be good from the bid award through the length of the project.
6. Refuse container must be located on an owner approved location determined by the Bay County Buildings and Grounds Division.
7. The successful bidder shall adhere to the following safety requirements:
 - a. All applications, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
 - b. Comply with all federal, state, and local regulations for collected solid waste and shall assume full responsibility for the safe and legal disposal of Bay County's waste.
 - c. Protect property at each site including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities in the course of removal. Any damage to such items shall be restored by the successful bidder at no cost to the owner.
8. The successful bidder shall bill for extra pickups and shall adjust the monthly bill to reflect such changes.
9. Bay County reserves the right to increase, decrease, or suspend and adjust normal pick-up service as needed at various locations. Successful bidder shall be notified two weeks prior to any changes in service and the contract rate will be charged pro-rata.

GENERAL INFORMATION:

1. **ADDENDA:** All additions, corrections or changes to the solicitation documents will be made by addenda only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by addenda. All addenda issued shall become part of the Agreement documents. Addenda will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible bidders are asked to immediately send contact information by email to Frances Horgan, Bay County Purchasing Agent, at horganf@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **TAX-EXEMPT STATUS:** Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
4. **RESPONSIBILITY:** Bidders are solely responsible for ensuring their bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 8th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

5. **INSURANCE:** The Supplier shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Supplier's service, whether such service be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee.
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. General liability insurance for claims for damages because of bodily injury or death of any person, other than the Supplier's employees, or damage to tangible property of others, including loss of use resulting by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than \$1,000,000 each occurrence and mandatory \$1,000,000 annual aggregate and property damage limits of not less than \$1,000,000 each occurrence; or combined bodily

injury/property damage limits of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the delivered goods, and shall be written for not less than any limits of liability specified above. The Supplier has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance, acceptable to the County, shall be filed with the County prior to commencement of the project. These certificates shall contain a provision that coverages afforded under the policies will not be modified or canceled without 30 days prior written notice to the County.

The following wording shall appear on the certificates of insurance:

“It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage will be mailed to Bay County.”

Commercial general liability as described above shall include an endorsement stating the following shall be ADDITIONAL INSUREDS:

“It is understood and agreed that the following shall be additional insureds: The County of Bay including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers”.

This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether said other available coverage be primary, contributing, or excess.

SUB-CONTRACTORS: If the Supplier should subcontract any part of the project to a third party, Supplier shall ensure that such third party shall carry similar insurance before commencing work. Upon County or owner’s request, Supplier shall promptly furnish evidence of insurance for any such third party doing work for or under Supplier.

All coverages shall be with insurance carriers licensed and admitted to do business in Michigan.

6. Proposals must be returned no later than **December 22, 2011 @ 10:00 A.M.** in a sealed envelope clearly marked **“Waste Collection Service”--- Deliver to the Purchasing Office immediately.** The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 8th Floor, Bay City, Michigan 48708. The County will not accept proposals sent by FAX machine or E-mail.
7. In the performance of the bid, bidder agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Bidder further agrees that every contract or subcontract entered into for the performance of this bid will contain a provision requiring non-discrimination in employment, as here specific, binding upon each Supplier or sub-Supplier. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.1201 et seq.) or the Michigan Persons with Disabilities Civil Rights Act (MCL 37.1101 et seq.) Any breach of this provision may be regarded as a material breach of the contract or subcontract.

There will be a public bid opening immediately following the deadline to receive proposals in the Bay County Information Systems Division conference room located in the Bay County Building, 8th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.

In the event the bid is awarded directly by the Assistant County Executive for Recreation & Administrative Services, a Notice of Intent to Award will be used to notify all bidders of his intent to award the bid to the vendor providing the best value to the County. If a bidder disagrees with this intent, the bidder may obtain from the Purchasing Office, a bid protest form, which must be completed and returned to Frances Horgan, Bay County Purchasing Agent, Bay County Recreation and Administrative Service, 8th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, (989) 895-4037 within ten (10) working days from the date of the notice of intent to award.

The County reserves the right to accept or reject any or all bids, to waive any irregularities and to make the final determination as to the best low qualified bid.

The County's award of any bid is subject to and conditioned upon the approval of a formal agreement for products and services between Bay County and the selected bidder within the (10) days after the date that the bidder receives such agreement, if any, from the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement and that this RFP does not necessarily include every term and provision which shall appear in the formal agreement. In the event that the bidder fails to execute the formal agreement within said time period, the County may reject the selected bidder, and proceed to accept another qualified bid, or reject all bids.

ADA Assistance: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon 10 days notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Michael Gray, Assistant County Executive for Administrative Services
Office of the Bay County Executive
515 Center Avenue
Bay City, MI 48708-5128
(989) 895-4030
(989) 895-4049 TDD

Frances Horgan, Purchasing Agent
Recreation and Administrative Services
Bay County Building, Ground Floor
8th Floor
Bay City, MI 48708-5128
(989) 895-4037
email: horganf@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy.

FORMAL BID SUMMARY FORM

Scheduled pick-up cost:

| Location | Container Size | Pick-ups per week | Waste Stream | Cost per month | Annual cost |
|---|----------------|--|--------------|--------------------|-------------|
| Bay County Drain Commission 3716 Wheeler Rd | 2 yard | 1 | Trash | \$_____ | \$_____ |
| Pinconning Park 3041 E. Pinconning Road | 6 yard | 1 for 6 months, on call for 6 months | Trash | \$_____ \$_____ | \$_____ |
| Juvenile Home 520 Hampton Road | 4 yard | 2 | Trash | \$_____ | \$_____ |
| Bay County Fairgrounds Canteen 800 Livingston Rd | 4 yard | 1 | Trash | \$_____ | \$_____ |
| Animal Control 800 Livingston Rd | 6 yard | 2 | Trash | \$_____ | \$_____ |
| Bay County Building 515 Center Ave | 6 yard | 2 | Trash | \$_____ | \$_____ |
| Law Enforcement Building 503 Third St | (1) 6 yard | 3 | Trash | \$_____ | \$_____ |
| | (1) 6 yard | | Recycle | \$_____ | \$_____ |
| Bay County Court House 1230 Washington Street | 8 yard | 2 | Trash | \$_____ | \$_____ |
| Bay County Health Department 1230 Washington Street | 6 yard | 2 | Trash | \$_____ | \$_____ |
| Division on Aging Community Center 800 J. F. Kennedy Pkwy | 6 yard | 2 | Trash | \$_____ | \$_____ |
| Bay County Mosquito Control 810 Livingston Street | 6 yard | 1 | Trash | \$_____ | \$_____ |
| Bay County Community Center 800 J. F. Kennedy Pkwy | 6 yard | Nov to Apr = 1 | Trash | \$_____ | \$_____ |
| | | May to Oct = 2 | | \$_____ | |
| Bay County Golf Course 584 Hampton Rd | 8 yard | Apr to Oct = 2 | Trash | \$_____ | \$_____ |
| | | Nov to Mar = 1 | | \$_____ | |

| | | | | | |
|--|------------|------------|---------|---------|----------------|
| Bay County Civic Arena 4231 Shrestha Dr | (1) 8 yard | Trash: 2 | Trash | \$_____ | \$_____ |
| | (1) 6 yard | Recycle: 1 | Recycle | \$_____ | |
| GRAND TOTAL ANNUAL COST | | | | | \$_____ |

Unscheduled pick-up cost:

| | |
|------------------------|--------------------------|
| Container Size: 2 yard | Cost \$_____ per pick-up |
| Container Size: 4 yard | Cost \$_____ per pick-up |
| Container Size: 6 yard | Cost \$_____ per pick-up |
| Container Size: 8 yard | Cost \$_____ per pick-up |

RECYCLE/REUSE BID SUMMARY FORM

| Location | Paper | Plastic | Cardboard | Total Monthly Cost | Annual Cost |
|---|--------------|----------------|------------------|---------------------------|--------------------|
| Bay County Drain Commission 3716 Wheeler Rd | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Pinconning Park 3041 E. Pinconning Road | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Juvenile Home 520 Hampton Road | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Bay County Fairgrounds Canteen 800 Livingston Rd | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Animal Control 800 Livingston Rd | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Bay County Building 515 Center Ave | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Law Enforcement Building 503 Third St | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Washington Park Plaza 1230 Washington Street | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Division on Aging Community Center 800 J. F. Kennedy Pkwy | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Bay County Mosquito Control 810 Livingston Street | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Bay County Community Center 800 J. F. Kennedy Pkwy | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Bay County Golf Course 584 Hampton Rd | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| Bay County Civic Arena 4231 Shrestha Dr | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| TOTAL ANNUAL COST | | | | | \$_____ |

Locations may not have every type of recyclable/reusable at their site

BIOMEDICAL WASTE REMOVAL BID SUMMARY FORM

| LAW ENFORCEMENT BULIDING, 503 THIRD STREET | | | |
|---|------------------|------------------|-------------|
| Quantity/Container Size | Pickup Frequency | Price per Pickup | Annual Cost |
| Two (2) - 28 gallon | Once per month | \$ | \$ |
| | | | |
| BAY COUNTY HEALTHE DEPARTMENT, WASHINGTON PARK PLAZA, 1230 WASHINGTON STREET | | | |
| Quantity/Container Size | Pickup Frequency | Price per Pickup | Annual Cost |
| One (1) – 28 gallon | Once per Month | \$ | \$ |
| | | | |
| TOTAL ANNUAL COST | | | \$ |

CERTIFICATION

The individual signing below certifies:

1. The individual is fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was solely developed and prepared without any collusion with any competing bidder or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

COPY OF STANDARD CONTRACT

COMPLIANCE TO ENVIRONMENTAL LAWS

Has the bidder received notice during the last three (3) years concerning a violation or noncompliance of any environmental law, regulation, ordinance, solid waste management plan, permit or letter of concern involving the bidders firm, any business entity or the proposed disposal site?

_____ YES

_____ NO

If YES please explain: _____

Fines, Fees or Requirements levied: _____

How will the situation be remedied or how was it remedied? _____

Is the bidder's business entity a party in any Pending Litigation?

_____ Yes

_____ No

If Yes, please describe cases: _____

DISPOSAL SITE

Has the proposed disposal site been listed as a contaminated property in need of remediation by either the State or Federal Governments?

_____ YES

_____ NO

If Yes, Site Name: _____

Please Explain: _____

Describe any remedial steps underway in response:

ADDITIONAL FEES

Please list additional fees associated with your service beyond the standard container rate. Please identify the current cost and how this is determined. Please feel free to attach additional documentation.

| FEE | COST | COST DETERMINATION |
|-----|------|--------------------|
| | | |
| | | |
| | | |
| | | |

OPTIONAL:

Will you be willing to tie any pricing increases or decrease to the Producer Price Index listed on page 4 of this document?

YES **NO** +/- PERCENT: _____%