



REQUEST FOR PROPOSAL

RFP 062016

Bay County Waste & Recycling Removal

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RETURN THIS BID, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDER LIST.

DATE OF REQUEST	APRIL 8, 2016
REFERENCE PROPOSAL NUMBER	RFP 062016
QUESTIONS FROM PROPOSERS DUE TO PURCHASING:	APRIL 15, 2016
ADDENDUM ISSUED:	APRIL 22, 2016
PROPOSED DATE/TIME REQUIRED	APRIL 29, 2016 11:00 A.M.
SUBMIT PROPOSAL TO	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION BAY COUNTY BUILDING 7 TH FLOOR 515 CENTER AVENUE BAY CITY, MI 48708-5128
MARK PROPOSAL	“BAY COUNTY WASTE & RECYCLING REMOVAL” DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

The Bay County Purchasing Division on is soliciting sealed proposals for a three year agreement for the waste collection service at various locations throughout Bay County. This request is for solid and recycled 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.

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: WPU05 (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 increase/decrease percent your company is willing to allow. The effective date shall be July 2016. 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. **(ATTACHMENT A)**

2. Provide pricing to include collection of refuse which is plastic, cardboard and paper for recycling. **(ATTACHMENT B)**
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 C)**
4. Each bidder shall submit a copy of their standard contract for review. **(PLEASE LABEL ATTACHMENT D)**
5. 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:
 - a. 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. Please provide the location of and accessibility to your Right to Know documentation. **(LABEL AS ATTACHMENT E)**
 - b. 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. **(LABEL AS ATTACHMENT F)**
 - c. 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. **(LABEL AS ATTACHMENT G)**
 - d. Please describe the handling of plastic/paper/other recyclable materials. Where are the materials recycled and please be prepared to provide receipts upon request of Bay County. **(LABEL AS ATTACHMENT H)**
 - e. Briefly describe any community environmental initiative programs sponsored by the bidder. **(LABEL AS ATTACHMENT I)**
6. Are there other municipalities in Bay County that you service? If so, please list them. **(LABEL AS ATTACHMENT J)**
7. Would you be willing to extend this contract to other municipalities in Bay County? **(LABEL AS ATTACHMENT K)**

8. 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. **(LABEL AS ATTACHMENT L)**

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. **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, or an attorney within Bay County's Department of Corporation Counsel 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 such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive Proposal.

3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFP, Bidder agrees to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Bidder's Proposal.
4. **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
7. **RESPONSIBILITY:** Bidder is solely responsible for ensuring its 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.
 - a. 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, 7th Floor, Bay City, MI 48708.
 - b. 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.
8. **INSURANCE:** The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - 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 incident;

- 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. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
9. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.
 - a. Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.
 - b. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.
 - c. All Certificates of Insurance and duplicate policies shall contain the following clauses:

"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's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and

"It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."

10. COST OF DEVELOPING PROPOSAL: The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.
11. PROPOSAL DELIVERY: Proposals must be returned no later than **April 29, 2016, @ 11:00 A.M.** in a sealed envelope clearly marked "**Bay County Waste and Recycling Removal**"--- **Deliver to Nicole LaDouce in the Purchasing Office immediately.** Please provide three (3) printed copies of the submission will be required and deliver to the Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or Email.

12. NON-DISCRIMINATION: In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract 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 his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
13. PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.

14. PROPOSAL REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
- a. The County is not required to accept the lowest cost proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience or capacity may be overriding factors. The proposal evaluation criteria should be viewed a standards, which measure how well a bidder's approach meets the desired requirements and needs of the County.
 - b. The County reserves the right to waive any informalities or immaterial omissions or defects not involving prices, time or changes in the work and to reject any or all proposal, if to do so is deemed in the best interest of the County. In no event will an award be made until all necessary investigations are made as to the responsibility and qualification of the bidder to whom is it proposed to make such an award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the County.

15. PROPOSAL AWARD: In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the County.

16. CONTRACT: The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Bidder's Proposal.

17. DISPUTES: In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) business days from the date of the notice of intent to award.**

18. QUESTIONS: All questions about this RFP must be received by April 15, 2016 5:00 p.m. in writing, via email, to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

Responses to any inquires will be issued in one (1) Addendum no later than April 22, 2016 5:00 p.m. and will be sent to all known bidders. Every attempt to answer your inquiries will be made however Bay County has the right to not answer any questions received after the April 15, 2016 due date.

Correspondence or inquiries made directly to bidders regarding their proposals from all other persons are to be directed to those County employees designated above for appropriate review and response. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers to submit their proposals. Any information given to a prospective bidder concerning the Request for Proposal will be furnished to all prospective bidders as an amendment or addendum to the Request for Proposal, if such information would be of significance to uninformed bidders. The County shall make the sole determination as to the significance to uninformed bidders.

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 two 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:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Ave. 4th Floor
Bay City, MI 48708-5128
(989) 895-4131
(989) 895-4049 TDD
johnsona@baycounty.net

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
989-895-4037
mooref@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website www.baycounty-mi.gov.

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	6 yard	3	Trash	\$_____	\$_____
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 May to Oct = 2	Trash	\$_____ \$_____	\$_____
Bay County Golf Course 584 Hampton Rd	8 yard	Apr to Oct = 2 Nov to Mar = 1	Trash	\$_____ \$_____	\$_____
Bay County Civic Arena 4231 Shrestha Dr.	8 yard	2	Trash	\$_____	\$_____
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

OPTIONAL:

Any pricing adjustment requests will be based upon the listed PPI please list the percent increase or decrease before a requested price change will be _____ %.

RECYCLE/REUSE BID SUMMARY FORM

Location	Existing Container Size	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	6 yard	\$_____	\$_____	\$_____	\$_____	\$_____
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.	6 yard	\$_____	\$_____	\$_____	\$_____	\$_____
TOTAL ANNUAL COST						\$_____

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

CERTIFICATION

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She 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 developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by the Proposal.
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 Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____