

**Burns Township**

**Request for Proposals**

**Waste Collection and Disposal, and Curbside Recycling**

Sealed proposals for the collection and disposal of waste shall be received at the Burns Township Hall, located at 10355 Bath Rd., Byron, MI 48418 on or before January/7/2019 at 7:30 p.m. Bid proposals will be opened at the Burns Township Board Meeting to held on Monday, January/7/2019 at 7:30 p.m. at the Township Hall.

Enclosed, please find a request for proposals containing the specifications for this work. If there are any questions, please contact the Burns Township Offices at 810.266.6220 or the Burns Township Supervisor at 810.701.4232.

Please note that the Township reserves the right to accept and/or reject any and all proposals, and to make the award in the best interest of the Township.

Brad Howard  
Burns Township Supervisor

**Proposal Form**

**Waste Collection & Disposal Service,  
And Curbside Recycling**

The Contractor proposes to do all of the work defined in the specifications and proposal, for the prices stated below.

The Contractor certifies and declares that this proposal warrants to Burns Township (the "Township") the following:

1. The Contractor has examined the proposal and specifications regarding the work.
2. The Contractor has examined the collection area and has become familiar with conditions surrounding the collection of waste.
3. The Contractor proposes to furnish all labor, equipment and materials necessary to perform the contract requirements.
4. The work will be performed in accordance with all elements set forth in this proposal.
5. This proposal is made in good faith and without fraud or collusion.
6. This bid is based on conditions as determined by the Contractor and the bid is based solely upon the Contractor's own independent business judgement.

The undersigned fully understands the requirements, and proposes the following costs for the weekly collection of household and yard refuse, the bi-weekly collection of curbside recycling, and the bi-weekly collection of large items (collectively "waste"):

**TERM**

**Year 1: January/1/2020 – December/31/2020**

**Year 2: January/1/2021 – December/31/2021**

**Year 3: January/1/2022 – December/31/2022**

Year of Contract \ Cost Per Service	Cost Per Month/Per Residence Refuse	Cost Per Month/Per Residence Curbside Recycling	Total Cost Per Month/Per Residence
Year 1			
Year 2			
Year 3			

**Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number/Fax Number:** \_\_\_\_\_ / \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Proposals should be submitted by 7:30 p.m. on January/7/2019, to:

Brad Howard  
Supervisor, Burns Township  
P.O. Box 397  
10355 Bath Rd.  
Byron, MI 48418

The Contractor's proposal should be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal: Waste Removal  
Burns Township  
Date of Submission

It is the Contractor's responsibility to ensure that the proposal is received by The Township by the specified time and date. Late proposals will not be considered.

## **BURNS TOWNSHIP**

### **WASTE COLLECTION AND DISPOSAL SERVICE**

#### **GENERAL INFORMATION**

##### **Purpose**

This Request for Proposal (RFP) is intended to assist the Township in identifying a contractor (Contractor) for the collection and disposal of waste within the Township.

##### **Qualifications**

Any properly licensed and interested party with experience in the waste industry may reply to this RFP, with special consideration to be given to Contractors with experience working with municipal entities. All Contractors must also indicate a willingness to name the Township as an additional insured on any liability insurance and provide a copy of the appropriate policies.

##### **Description of Issuing Entity**

Burns Township is a general law township located in rural Shiawassee County, Michigan, and is administered by an elected Township Board consisting of the Township Supervisor, Clerk, Treasurer and two Trustees. The Township is approximately six square miles in area with approximately 1,140 residential service units.

##### **Freedom of Information Act**

Information submitted with a proposal is subject to the Michigan Freedom of Information Act (FOIA). If Contractors are submitting trade secrets or commercial/financial information of a confidential nature, that information must be separated from non-confidential information and clearly marked "CONFIDENTIAL." Such material may be submitted in a separate envelope contained within the Contractor's proposal package. Information marked "confidential" will be kept confidential to the extent permitted by law. The Township makes no representation that any submission may ultimately be exempt from public disclosure and accepts no responsibility for the disclosure of any information contained within a proposal.

#### **PROPOSAL CONTENTS**

##### **Experience**

The proposal should specifically detail the Contractor's experience in similar work and include three (3) references capable of speaking to that experience.

##### **Manager Qualifications**

The proposal should describe the qualifications of the individual who will be responsible for managing the work to be performed. Contractors may, but are not required to, provide information on any subcontractors they intend to team with on this project.

### **Conflicts Disclosure**

The proposal shall include a sworn statement disclosing and describing any business, financial, pecuniary, or familial relationship between the Contractor (or any officer, agent, or employee of the Contractor) and any officer, employee, or agent of the Township. For purposes of this requirement, a “familial relationship” is defined as: father, mother, husband, wife, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or adopted and step-relations of the same degree.

### **Collection Schedule**

The proposal shall include a collection schedule which will ensure weekly collection and disposal service. The schedule shall indicate the day of the week on which collection will be made at each service unit in the Township. All regular pick-up hours must be between 8:00 a.m. and 6:00 p.m.

### **Dumpsters**

The proposal shall include a rate for dumpster collection for units that wish to utilize a dumpster instead of weekly curbside waste collection. The Contractor shall directly bill this rate to each unit that utilizes a dumpster.

## **SCOPE OF WORK**

### **Terms of Contract**

The Township is interested in a three (3) year contract, beginning on January/1/2020, with the option to continue the contract for an additional three (3) years.

### **Number of Service Units**

The Township acknowledges that an estimated 1,140 residential service units will be covered by this proposal. The Contractor shall receive payment directly from the Township. The Township agrees to notify the Contractor of changes to the service units on no less than a yearly basis.

### **Collection Specifications**

The Contractor shall agree to collect the following:

- A. Refuse – weekly collection
- B. Recyclables – bi-weekly collection
- C. Large Items – bi-weekly collection

### **Refuse Collection**

The Contractor shall provide weekly collection, transportation, and disposal of household refuse. A proposed collection schedule shall be submitted as part of the Contractor’s response to this RFP, and a final schedule shall be provided within ten (10) business days after a contract is awarded.

**Recyclables**

The Contractor shall collect and transport commingled recyclables once every two weeks, which will be placed in containers at the curbside in the same manner as household refuse. The Contractor shall be responsible for determining the schedule for collection of recyclables.

The curbside recycling program includes, but is not limited to, glass, metal cans, newspaper, corrugated cardboard and plastics. During the term of this contract, all collected recyclables will be separated and disposed of by the Contractor.

**Large Items**

The Contractor shall collect, transport and dispose of two (2) large items per dwelling once every two weeks, which will be placed at the curbside in the same manner as household refuse. The Contractor shall be responsible for determining the schedule for collection of large items.

**Insurance**

The Contractor shall at all times during the contract, maintain in full force and effect, Employers Liability Insurance, Worker’s Compensation Insurance, and Public Liability and Property Damage Insurance which includes contractual liability coverage. For all applicable policies, the Township shall be included as additional insured. All insurance shall be by companies and for the policy limits acceptable to the Township. The Contractor agrees to furnish the Township with a copy of these policies, and recognizes that a certificate of insurance will **not** be sufficient to satisfy this requirement. The policies shall contain the following express obligations:

- “This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time.”
- “In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.”

For the purpose of this contract, the contractor shall carry the following types of insurance in at least the limits specified below:

<b><u>COVERAGES</u></b>	<b><u>LIMITS OF LIABILITY (MINIMUM)</u></b>
Worker’s Compensation	Statutory
Employer’s Liability	\$ 500,000
Bodily Injury Liability	\$ 500,000 (each occurrence)
Except Automobile	\$1,000,000 (aggregate)
Property Damage Liability	\$ 500,000 (each occurrence)
Except Automobile	\$1,000,000 (aggregate)
Automobile Bodily Injury Liability	\$ 500,000 (each individual) \$1,000,000 (each occurrence)

Automobile Property Damage Liability \$1,000,000 (each occurrence)

Excess Umbrella Liability \$ 500,000 (each occurrence)

- A. The Contractor shall secure and furnish the Township a Corporate Surety Bond as security for the performance of the contract. Said Surety Bond shall be in the amount of ten-thousand dollars (\$10,000.00).
- B. The Contractor agrees to employ a sufficient number of employees to operate its equipment safely, efficiently and effectively. The Contractor also agrees to provide a sufficient number of personnel, vehicles, and other equipment to fulfill the terms of the contract.

### **Schedule Changes**

Once schedules and routes have been established, the Contractor shall refrain from making changes, unless mutually agreed upon by the Township and the Contractor. Such changes to schedules and routes will require written notification.

The Contractor shall observe all Federal and State holidays as non-collection days. In the event a holiday is on a scheduled collection day, it is understood that the scheduled collection day will occur on the following day.

In the event of severe weather and other unpredictable acts of nature, waste collection shall occur at the first opportunity.

### **Care and Diligence**

The Contractor shall exercise all reasonable care and diligence in collecting waste within the Township. The Contractor must exercise due care to prevent the spilling, scattering or dropping of waste. In the event of spilling, scattering or dropping of waste, the Contractor shall be responsible for the immediate cleanup of the items.

In the event the Contractor damages any real or personal property as part of performing its services, it shall notify the Township immediately. The notification should include a concise description of the damage, and the remedial action to be taken by the Contractor. The Township shall not be responsible for any damages caused by the Contractor, which shall be the Contractor's sole responsibility.

### **Complaints**

The Contractor shall provide, and make publicly available, a telephone number that Township residents may use to contact the Contractor for comments, questions and complaints relating to waste removal. Residents will also be encouraged to contact the Contractor when large household items require removal. The Contractor agrees to remedy problems and complaints within 48 hours, or as agreed upon in writing with the Township. The Contractor shall further provide, in writing, the name of a contact person and an emergency number that the Township may use in the event of a complaint.

### **Nondiscrimination**

The Contractor shall not discriminate against any person because of any legally protected status.

## Invoicing and Payments

- A. The Township shall remit payment to Contractor on a monthly basis.
- B. The Township will bill residents for the services provided to residents.
- C. The rate charged by the Contractor shall be established annually by the number of residential dwelling units.
- D. The monthly charge shall include all costs associated with collection of waste.
- E. The Township will provide the contractor with the actual number of livable residential dwellings/units with the Township on a yearly basis.
- F. For the purposes of this RFP, the **estimated** number of residential units is 1,140.

## PROPOSAL EVALUATION

### Evaluation Criteria

In addition to price, the following will be considered by the Township Board when evaluating a proposal.

- A. Relevant experience of Contractor, subcontractors, and related staff:
  - a. **Highly Advantageous:** The Contractor has at least five (5) years of experience working with municipalities on projects of similar size and scope.
  - b. **Advantageous:** The Contractor has at least three (3) years of experience working with municipalities on projects of similar size and scope.
  - c. **Not Advantageous:** The Contractor has less than three (3) years of experience working with municipalities on projects of similar size and scope.
- B. Contractor's demonstrated ability to provide services in a satisfactory manner:
  - a. **Highly Advantageous:** All of Contractor's references indicate that the services were provided satisfactorily and on schedule, or with minimal or insignificant delays and complaints.
  - b. **Advantageous:** Only one of the Contractor's references indicates dissatisfaction with the Contractor's services, and no current service provided by the Contractor or services provided within the last three years indicate unacceptable performance.
  - c. **Not Advantageous:** Two of the Contractor's references indicate dissatisfaction with services attributable to the Contractor, and no services provided within the last year indicate unacceptable performance on behalf of the Contractor.



- d. **Unacceptable:** More than two of the Contractor's references indicate dissatisfaction with the Contractor's services, or services provided within the last year indicate unacceptable performance on behalf of the Contractor.

**Right to Reject**

The Township reserves the right to waive irregularities and to accept and/or reject any or all proposals received in response to this RFP.

**Notification of an Award**

Selection of a Contractor will occur no later than April/1/2019. Upon conclusion of final negotiations with the successful Contractor, all Contractors submitting a proposal in response to this RFP will be notified. In the event all proposals are rejected, all Contractors will similarly be notified.

**OTHER CONDITIONS**

**Compliance with Local, State and Federal Laws**

The Contractor must operate in accordance with all local, state and federal laws. The Contractor agrees to assume complete responsibility for securing any and all permits, licenses, privileges, or rights of any nature whatsoever necessary for the collection and disposal of materials under this contract which are or might be required. The Contractor further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government and indemnify the Township from any violation therefrom.

**Certification of Non-Iran Related Business**

Public Act 517 of 2012, the Iran Economic Sanctions Act, MCL 129.311 *et seq.*, requires a public entity to verify that "a person that submits a bid on a request for proposal with the public entity certify that it is not an Iran linked business." As such, all Contractors shall submit a sworn statement with their proposals certifying that neither the Contractor, nor any of its officers, directors, employees, or agents are currently an Iran-linked business as that term is defined in the Act.