



**MID MICHIGAN WASTE AUTHORITY (MMWA)  
REQUEST FOR PROPOSALS (RFP)  
RESIDENTIAL CURBSIDE SOLID WASTE SERVICES**

**PROPOSAL DUE DATE:** MONDAY FEBRUARY 7, 2022, by 12:00 pm (EST)

**SUBMIT TO MID MICHIGAN WASTE AUTHORITY:**

- One (1) printed, signed original bid and signed addenda.
- Eleven (11) copies of all submitted documents.
- One (1) USB flash drive containing an electronic version of the complete bid.

**DELIVER TO:**

Mid Michigan Waste Authority  
C/O Katharine Tessin  
Administrative Director  
2063 S Miller Rd  
Saginaw MI 48609

**IMPORTANT NOTICE:**

Effective immediately upon release of this Request For Proposals (RFP), and until notice of contract award, all official communication from Bidders regarding the requirements of this RFP shall be directed either in writing or by phone to:

Katharine Tessin  
Administrative Director  
989-781-9555  
ktessin@recyclemotion.org

There will be an optional in person Vendor Pre-Proposal Meeting on Wednesday, January 26, 2022, at the Thomas Township Public Safety Building located at 8215 Shields Drive.

The meeting will explain the RFP process and clarify the contents of this RFP. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to MMWA at this meeting. MMWA will then determine the appropriate action necessary, if any, and may issue a written addendum/amendment to the RFP.

Questions should reference the RFP page and section number. Questions must be submitted by Monday, January 24, 2022, before 2:00 pm (EST). The responses will be discussed during the optional pre-proposal meeting and posted no later than Monday, January 31, 2022.

**ANTICIPATED TIMELINE:**

<b>Event</b>	<b>Date</b>
Release RFP	Tuesday, January 11th
Questions for Pre-Proposal Mtg Due	Monday, January 24th
Optional Pre-Proposal Meeting	Wednesday, January 26th
RFP Due Date	Monday, February 7th
Short List Presentations (required) to MMWA Executive Committee	Week of February 21st
Selection/Negotiations by MMWA Executive Committee	Week of February 28th
Contract Preparation and Execution	Week of March 7th
Special Call Board Meeting to Approve Contract	Week of March 21st
Community approval of all new service agreements including new member contracts	April 2022
Publication/60-day period	May - June 2022
Begin Transition Activities	July 2022
Begin Contracted Operations	January 1, 2023

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# SECTION ONE

## INSTRUCTIONS TO BIDDERS

This section provides general instructions to Bidders.

1. **Delivery:** Sealed bids will be received at MMWA c/o Katharine Tessin until 12:00 pm (EST) on Monday, February 7, 2022. Bids must be enclosed in a sealed, non-transparent envelope, box or package and clearly marked on the outside with the following: MID MICHIGAN WASTE AUTHORITY REQUEST FOR PROPOSALS FOR RESIDENTIAL CURBSIDE SOLID WASTE SERVICES. Bidders are responsible for the timely delivery of their proposals. Late submittals may not be accepted. Faxed or emailed proposals will not be accepted.

All proposals become the property of MMWA.

The original must include a signature on the transmittal page of a person authorized to make a binding offer.

2. **Bid Bond:** A bid bond executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to MMWA or certified check in the amount of five percent (5%) of the proposed value of the first year of the Bid must accompany each Bid. The Bid Bond is required, guaranteeing that if a Contract is awarded to the Bidder, that it will sign the required Contract and provide all required documents within the time required, which will be subject to forfeiture upon failure to do so.
3. **Posting:** MMWA will post this Bid opportunity on its website [recyclemotion.org](http://recyclemotion.org). Copies of RFP documents obtained from any other source are not considered official copies.
4. **Disqualification:** MMWA reserves the right to disqualify any Bidder who contacts any MMWA employee, representative, or agent or any elected official or municipal employee from any MMWA member community concerning this RFP other than in accordance with this RFP. No negotiations, decisions or actions shall be initiated by any contractor as a result of any verbal discussion with any individual MMWA employee, representative, or agent or any elected official or municipal employee from any MMWA member community prior to the release of the RFP.
5. **Errors and Omissions:** Bidder is not permitted to take advantage of any obvious errors or omissions in this RFP.
6. **RFP Addenda:** MMWA reserves the right to change or amend the RFP documents prior to the RFP due date by the issuance of addenda. It shall be the Bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda

shall become a part of the contract and all Bidders shall be bound by such changes or addenda. The authorized version of this RFP document shall be that document appearing on the MMWA website with amendments, addendums, and updates.

7. **Bid Submission:**

- All information requested herein shall be submitted with the Bid; failure to do so may result in rejection of the Bid as non-responsive and/or incomplete.
- Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the RFP and that the Bidder understands and agrees to abide by all of the requirements contained therein.
- MMWA is not liable for any costs incurred by prospective Bidders prior to signing of a contract. All costs incurred in the preparation and presentation of the Bid are the Bidder's sole responsibility. The issuance of this RFP, selection of a Bidder, approval of contractual agreements or completion of the project does not in any way ensure or imply any kind of legal preference in contested cases before a legislative, judicial or regulatory body.
- All price notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the Bid.
- It is the Bidder's responsibility to clearly identify and describe the services being offered in response to this solicitation.
- All forms must be completed legibly and in their entirety.
- All required information must be furnished and presented in an organized, comprehensive, and easy to follow manner.
- Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired.
- Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.
- The Transmittal Certificate Letter must be signed.

8. **Exceptions:** All aspects of the RFP and the contract terms contained in it are binding to the successful Bidder and its proposal. Bidders must call out any desired exceptions to specific requirements of the RFP and the contract terms in their Bid at the time of submittal, so that the request can be considered in the Bidder selection process. For

each exception the Bidder should provide substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance.

If no exceptions are noted in the Bid, MMWA will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly.

MMWA will not be obligated to consider any requests for exceptions to specific requirements of the RFP and the proposed contracts made by the selected Bidder after the due date for this RFP.

9. **Withdrawal:** Bids may only be withdrawn by written notice received prior to the submission deadline. No bid may be withdrawn after the deadline for submission.
10. **Rejection/Good Standing:** No Bid will be accepted from, or contract awarded to, any person, Bidder, or corporation that is in arrears or is in default to MMWA upon any debt or contract or that is in default as surety or otherwise or failed to perform faithfully any previous contract with MMWA.
11. **Bid Signatures:** Bids must be signed by an authorized official of the Bidder. Each signature represents a binding commitment upon the Bidder to provide the services offered if a contract is awarded.
12. **Evaluation of Proposal:** MMWA shall evaluate proposals as specified in Section Six.
13. **Contract Award/Split Awards:** MMWA reserves the right to split any or all proposals and award multiple contracts from the same RFP, when in its judgment it best serves MMWA. For example, MMWA may select a Bid from a Bidder Bidding only on the composting portion or recyclables processing portion.
14. **Bid Hold:** Bids shall be valid for a period of one hundred eighty (180) days as MMWA may hold proposals for a period of one hundred eighty (180) days from opening for the purpose of reviewing the results and investigating the qualifications of Bidders prior to making an award.
15. **Award:** MMWA is not required to accept the lowest Bid in all or in part. The Bid 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, price, ability to serve, quality of equipment, references, or capacity, may be overriding factors. The Bid evaluation criteria should be viewed as standards, which measure how well a Bidder's approach meets the desired requirements and needs of MMWA.

MMWA reserves the right to reject any and all Bids or to make an award based directly on the Bids. MMWA reserves the right to negotiate separately with any Bidder after the opening of the proposals, when such action is considered in its best interest.

Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of MMWA.

Bids may be rejected in the case of omission, alteration of forms, additions or conditions not called for, incomplete proposals, erasure, or irregularities of any kind at the discretion of MMWA.

MMWA reserves the right to waive any irregularities and accept or reject any or all Bids submitted.

The Bidder selected for the award will be chosen based on the apparent greatest benefit to MMWA which may not be limited to price.

MMWA encourages cost effective recommendations, suggestions, and alternatives.

16. **Freedom of Information Act (FOIA Requirements):** Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act.

## SECTION TWO

### STANDARD CONTRACTUAL TERMS AND CONDITIONS

The following standard terms and conditions will be included in any contract awarded pursuant to the RFP as deemed appropriate by MMWA and at its sole discretion.

1. **Applicable Law:** This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.
2. **Arbitration:** Bidder agrees that for all claims, disputes, and other matters arising out of or relating to this RFP, Bidder must request that MMWA consent to arbitrate within 30 days from the date the Bidder knows or should have known the facts giving rise to the claim, dispute or question. Such arbitration will take place in Saginaw County, Michigan, and any decision of the arbitrators in any such arbitration shall be conclusive as to the matters submitted to them, shall be final and binding upon the parties hereto and may be enforced in any court of competent jurisdiction in Saginaw County, the State of Michigan.
3. **Certification, Licensing, Debarment, Suspension and other Responsibilities:** All licenses required for a discipline shall be obtained and maintained throughout the terms of this Contract, including all licenses, permits, certificates and governmental authorizations necessary to perform all its obligations under this RFP. Upon request, Bidder shall furnish copies of any permit, license, certificate or governmental authorization to the Administrative Director.
4. **Collusion:** The costs in the Bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such costs with any Bidder or with any competitor, and unless otherwise required by law, the costs which have been quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly, to any other Bidder or to any competitor.
5. **Force Majeure:** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, riots, imposition of laws or governmental orders, adverse weather conditions, floods, fires, acts of war or terrorism, acts of God, and the affected party shall be excused from performance during the occurrence of such events. Delays arising as result of a pandemic are not considered Force Majeure. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
6. **Indemnification:** The Bidder will indemnify and hold harmless MMWA and each of its member municipalities individually from and against any and all claim(s) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or

are in any way related to any Bidder’s employees, subcontractors or agents’ wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in the above paragraphs. To the fullest extent permitted by law, Bidder agrees to pay on behalf of, indemnify, defend and hold harmless MMWA, and each of its member municipalities individually, its elected and appointed officials, employees and volunteers and others working on behalf of MMWA against any and all claims, demands, suits, damages, expenses, costs, attorney fees, losses and liabilities arising out of bodily injury or property damage, pollution, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders resulting from Bidder’s performance of this Contract or collection, transportation or disposal of materials, based upon any act or omission, negligent or otherwise, of Bidder or any employee, subcontractor or other person acting on Bidder’s behalf in connection with or incident to this contract or the work to be performed hereunder.

Bidder’s obligation to indemnify, hold harmless and defend MMWA and each of its member municipalities individually shall survive the expiration or termination of this Contract. By entering the Contract, the parties do notwaive any immunities provided by law.

7. **Independent Contractor:** No provision of this RFP shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an “independent contractor” as that phrase had been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
  
8. **Insurance:** The Bidder shall not commence work under this RFP until evidence of the required insurance has been secured and provided as detailed under this section. All coverages shall be placed with insurance companies licensed and authorized to do business in the State of Michigan and with insurance carriers acceptable to MMWA. During the term of this Contract, at the Bidder’s sole cost and expense, the Bidder shall maintain the following insurances at a minimum:

Type:	Amount Not Less Than:
a) Worker’s Compensation	Michigan Statutory minimum
b) Employers’ Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
c) Commercial General Liability Insurance (Broad Form Comprehensive, Contractual Liability, Independent Contracts Coverage)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

- d) Products and Completed Operations Liability \$2,000,000.00 aggregate
- e) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal protection insurance, including residual liability insurance under Michigan no fault insurance law) \$1,000,000.00 combined single limit for bodily injury and property damage
- f) Excess Umbrella Liability \$5,000,000.00 each occurrence
- g) Pollution Liability Insurance: The Bidder shall obtain coverage for the duration of this contract for pollution legal liability (environmental impairment liability) including investigation and legal defense, for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed. Such insurance must provide coverage for both on-site and off-site cleanup costs and cover gradual and sudden pollution. Coverage shall contain a per contract aggregate endorsement. (Coverage limits to be determined).
- h) Professional Liability Insurance: Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Bidder or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the MMWA.
  - i. Minimum limits: \$1,000,000.00 per occurrence, \$1,000,000.00 annual aggregate.
- i) Additional Insured: The commercial general liability insurance policy, pollution liability insurance policy, professional liability insurance policy, and motor vehicle liability insurance policy shall include an endorsement naming the "Mid Michigan Waste Authority" as an additional insured. "Mid Michigan Waste Authority", all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Bidder's insurance is primary and not excess over any insurance already carried by the MMWA and shall provide blanket contractual liability insurance for all written contracts. Should any work be contracted, it shall be the responsibility of the Bidder to maintain Independent Contractor's Protective Liability Insurance with limits

equal to those specified above for Commercial General Liability Insurance. In addition, the Bidder shall provide proof of Workers Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

- i. Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, Pollution Liability Insurance, and Professional Liability Insurance, as described above, shall include an endorsement stating the following. "It is understood and agreed that Sixty (60) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to the MMWA. In the event the Bidder receives notice of policy cancellation, the Bidder shall immediately notify the MMWA in writing.

If any of the above coverages expire during the term of the contract, the Bidder shall deliver renewal certificates and/or policies to MMWA at least ten (10) days prior to the expiration date. The Bidder shall provide to MMWA upon written request a certified copy of any insurance policy required under this contract.

- j) Proof of Insurance Coverage: The Bidder shall provide MMWA, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

The selected Bidder is further responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. The Bidder shall secure all necessary certificates and permits from municipal or other public authorities and comply with all national, State, and municipal laws, ordinances and regulations as may be required.

All drivers and operators of collection vehicles shall be licensed appropriately by the State of Michigan for operating those vehicles.

Depending on the subject matter of the transaction, the MMWA may require other insurance coverage in addition to the coverage's contained herein.

9. **Laws and Ordinances:** Bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Saginaw and Gratiot Counties applicable to the performance of this agreement, including, but not limited to, labor laws and laws regulating or applying to public improvements.

10. **Modifications:** MMWA may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. MMWA reserves the right to delete or add work without penalty or changes in the unit prices of the proposal unless otherwise specified.
11. **No Third Party Beneficiary:** No bidder, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Bidder shall be, nor shall any of them be deemed to be, third party beneficiaries of this RFP, but each such person shall be deemed to have agreed (a) that they shall look to the principal Bidder as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Bidder and any such person in writing, they may not enter any claim or bring any such action against the MMWA under any circumstances. Except as provided by law, or as otherwise agreed to in writing between MMWA and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the MMWA under any circumstances whatsoever.
12. **Non-Assignability:** Bidder shall not assign or transfer any interest in this RFP without the prior written consent of MMWA provided, however, that claims for money due or to become due to Bidder from MMWA under this RFP may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to MMWA.
13. **Non-Disclosure/Confidentiality:** Bidder agrees that Bidder will not disclose any confidential information provided to Bidder in furtherance of this Agreement, or in any other way make such documents public, without the express written approval of the MMWA or the order of a court of competent jurisdiction.
14. **Non-Discrimination:** During the performance of the agreement, the successful Bidder, subcontractors, employees and agents, shall abide by all Federal, State and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his or her race, religion, ethnicity, color, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, familial status, association with federal government or physical or mental disability that is unrelated to the individual's ability to perform the duties. The Bidder, subcontractors, employees and agents also agree to comply with all applicable Federal, State and local laws in the conduct of work. A breach of this covenant shall be regarded as a material breach of this contract.
15. **Records Property of MMWA:** All documents, information, reports and the like prepared or generated by Bidder as a result of this RFP shall become the sole property of MMWA and shall be disclosed to MMWA upon request.

16. **Scope of Services:** Bidder shall provide all of the services necessary to complete the project in accordance with the RFP.
17. **Severability:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of State or Federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
18. **Standards of Performance:** Bidder agrees to exercise independent judgement and to perform its duties under this RFP with sound professional practices. MMWA is relying upon the professional reputation, experience, certification and ability of the Bidder. Bidder agrees that all of the obligations required of it under this RFP shall be performed by it or by others employed by it and working under its direction and control.

Bidders shall visit the contract area and shall completely inform themselves of relative traffic congestion, road conditions, types of housing, commercial, industrial and other property types, population density, collection procedures, required labor and other conditions and factors, local and otherwise, which would affect the execution and completion of the work at the prices proposed. Such considerations shall include the arrangement and condition of existing structures and facilities, the availability and cost of labor and fuel, facilities for transportation and handling, and storage of materials and equipment. Normal development and/or redevelopment including all types of road construction must also be considered. All such factors shall be properly investigated and considered in the preparation of the Bid. There shall be no subsequent financial adjustment for lack of such prior information.

Bidders shall inform themselves and comply with all pertinent MMWA regulations and ordinances, State and Federal laws, licenses and tax liability, which may in any manner affect their bids and execution.

The Bidder(s) shall be responsible for providing and maintaining all labor, equipment, materials, tools, insurance, permits, supervision and all other items necessary to collect, transport, process and dispose of the designated solid waste and bulk/white good waste, recyclables, and yard waste in accordance with all applicable local, State and Federal requirements.

19. **Subcontracting:** Bidder's employees, subcontractors or agents, either as a result of or arising out of any act(s) in the performance of any duty under this RFP, shall not be considered to be an MMWA employee or MMWA agent. The Bidder agrees that it shall be solely and completely liable for any and all Bidder's employees,

subcontractors or agents' past, present or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any Bidder's agent's employment status or any alleged violation of any Bidder's agent's statutory, contractual, constitutional or civil rights by the Bidder or MMWA.

20. **Taxes:** MMWA is a non-profit and is exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the Bid figure. MMWA will furnish the successful Bidder with tax exemption information when requested. The Bidder shall pay all Federal, State and local taxes including, but not limited to, property taxes, sales taxes, social security taxes, income taxes and fees, which may be chargeable against the labor, material, equipment, real estate or any other items necessary in the performance of this contract, except for: (1) additional fees that are imposed upon the Bidder by Federal or State legislation enacted following the effective date and (2) exceptions otherwise noted.
21. **Termination:** This agreement may be terminated by either party hereto by submitting a notice of termination to the other party. MMWA may terminate this agreement upon actual notice to Bidder. Bidder may terminate this agreement by providing written notice that shall be effective 180 days from the date it is submitted unless otherwise agreed to by the parties hereto. Bidder, upon receiving such notice and prorated payment upon termination of this contract shall give to MMWA all pertinent records, data and information created up to the date of termination to which MMWA, under the terms on this RFP is entitled.
22. **Waiver:** Failure of MMWA to insist upon strict compliance with any of the terms, covenants, or conditions of this RFP shall not be deemed a waiver of any term, covenant, or condition. No delay or omission on the part of the MMWA in exercising any right shall operate as a waiver of such right or any other right. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time. MMWA shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by MMWA.
23. **Whole Agreement:** This RFP and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties. This Agreement may be executed by email or notarized facsimile and in counterparts, all of which, taken together, shall constitute a single agreement.

## SECTION THREE

### SCOPE OF SERVICES

#### BACKGROUND:

Mid Michigan Waste Authority (MMWA) is requesting proposals from interested and qualified Bidders to provide residential refuse and bulk waste/white good collection and disposal, recyclables collection and processing, and yard waste collection and composting services. This proposal is seeking Bidders to support the current residential solid waste program.

MMWA was formed in 1991 by a group of 12 municipalities and began offering residential solid waste services in 1995. Since then, 34 cities, townships and villages in the greater Saginaw area have joined together to provide their residents with convenient, economical, safe, and environmentally conscious residential curbside solid waste services. MMWA member communities are comprised of approximately 69,000 eligible households; primarily single-family homes with some small multi-family (1-4) units and a few Small Businesses. All MMWA member communities provide weekly manual refuse collection including bulk waste/white good collection. 33 of MMWA's 34 member communities provide either weekly or every other week (EOW) manual recycling collection. This includes approximately 18,500 eligible households in the City of Saginaw (CoS). Fourteen communities offer manual seasonal weekly yard waste collection to their residents. The CoS provides its own EOW manual recycling collection and manual seasonal weekly yard waste collection.

- Approximate five-year average (2016-2020) house count: 68,926.
- Approximate five-year average (2016-2020) trash tonnage: 57,741.
- Approximate five-year average (2016-2020) recyclables tonnage (includes CoS): 5,675.
- Approximate five-year average (2016-2020) yard waste cubic yards (does not include CoS): 24,245 (approximately 8,980 tons).

Participation rates are not available.

Each member community will select from a menu of services including:

1. Year-round weekly refuse and bulk/white goods collection.
2. Same day year-round weekly or EOW recyclables collection.
3. Same day seasonal weekly yard waste collection.

Separate costs shall be provided for:

1. Manual weekly refuse collection including bulk/white goods collection per eligible household.
2. Manual weekly recyclables collection per eligible household.
3. Manual EOW recyclables collection per eligible household.
4. Manual seasonal (first full week of April through first full week of December) weekly yard waste collection per eligible household.
5. Per ton landfill disposal cost.
6. Per ton recyclables processing cost.
7. Per cubic yard composting cost.

MMWA requires Best Available Services and Technology from its service partners. MMWA requires the successful Bidder(s) to service MMWA with the best available personnel, training, vehicles, technology, reporting, customer service and incentives that are equal to or better than what is provided to any municipal contract of over 5,000 households in the Michigan, Ohio, Illinois, Indiana, Wisconsin area.

General information regarding MMWA is available at <https://www.recyclemotion.org>.

### **TERM:**

The initial term of this contract is for ten (10) years commencing on January 1, 2023, and ending on December 31, 2032. Pricing is also being sought for one five (5) year term commencing on January 1, 2023, and ending on December 31, 2027, which MMWA may, at its sole option, renew for one (1) additional five (5) year term under the conditions set forth in the contract. MMWA shall give the Contractor written notice of its intention to extend the contract period no later than September 30, 2026.

### **ELIGIBLE HOUSEHOLDS:**

For the purposes of responding to this RFP, the estimated number of eligible households and Small Businesses that may be provided with solid waste services is approximately 69,000. Eligible households are defined as single family dwellings and small multi-family (1-4) units. Small Businesses are defined as those located in a residential dwelling, those that employ three (3) or fewer employees and/or those that generate a waste stream equal to or less than a typical single-family dwelling. In addition, MMWA will be grandfathering in approximately

one hundred (100) Small Businesses currently receiving residential curbside service through MMWA. The count of eligible households and Small Businesses will be provided by MMWA to the Bidder by January 1<sup>st</sup> of each year.

### **AREAS OF SERVICE:**

The Areas of Service include six active zones which are attached in Exhibit A, Areas of Service/MMWA Schedule A.

### **CHANGE IN SERVICES:**

MMWA reserves the right to modify the scope of services during the course of the contract. Such modifications may include adding or deleting types of services and/or service categories, as well as increasing or decreasing the frequency of collection during negotiations and/or term of the contract. Any changes in pricing or payment terms proposed by the Bidder resulting from the requested changes are subject to acceptance by MMWA.

Pricing for collection of the three main residential waste streams set forth in this Bid are based on the membership set forth in Exhibit A, Areas of Service/MMWA Schedule A, with the City of Saginaw using MMWA's collection vendor for refuse services only. Substantial shifts in total actual MMWA house count units of more than 25% in any one or more of the specified waste streams will cause the noted pricing rates defined in the accepted Bid to be subject to renegotiation. Any pricing changes must be agreed to by both MMWA and Bidder in writing with each party negotiating in good faith.

In recognition that the recycling industry experiences commodity price volatility, both parties agree to evaluate the need for adjusted recyclables processing costs effective in years three (3), six (6) and eight (8) of a ten (10) year agreement or five (5) year agreement with a five (5) year extension which will be subject to negotiations at that time. As a result of each evaluation, each MMWA member municipality will have the option of discontinuing or adding the collection of recyclables for their community or switching between weekly and EOW recyclables collection.

Should MMWA as a whole discontinue collection of recyclables as a result of the above, the price schedule for refuse or yard waste collection services shall not be impacted. Should any MMWA member community(ies) discontinue collection of recyclables as a result of the above, the price schedule for refuse or yard waste collection services shall not be impacted.

MMWA will be responsible for providing all increases and/or decreases in housecount information to Bidder on a timely basis to ensure proper service for the residents. Bidder is responsible for initiation of the service change within 24 hours of receipt from MMWA unless otherwise specified in the Contract.

## REFUSE AND BULK/WHITE GOODS (SOLID WASTE):

**Refuse:** Bidder shall provide year-round weekly curbside or alley way unlimited manual curbside solid waste collection for all MMWA eligible households (approximately 69,000). Refuse is collected manually in containers or bags provided by each eligible household.

Refuse means all animal and vegetable food waste and all waste which normally results from the operation of a household, except body waste and yard waste, including, but not limited to: rubbish, metal cans, paper, cardboard, glass jars, bottles, wood, ashes, plastics and any other household refuse small enough for one person to handle and no more than 50 lbs. Refuse also includes limited amounts of sod, dirt, rocks, cement, bricks and other similar debris, of less than 50 pounds of any one material.

Refuse shall not include construction/repair/remodeling debris, including drywall, lumber, wood, cement, bricks, concrete, asphalt, landscape timbers etc. except for the minimal amounts of those materials specified above. The term refuse shall not include leaves or grass clippings as defined by Michigan statute but will include up to one (1) bundle per week of brush, composed of branches greater than two (2)" in diameter but less than six (6)", and not exceeding forty eight (48)" long or thirty six (36)" in diameter. Brush does not include root balls or stumps. The term refuse also shall not include Liquid Hazardous or other Commercial/Industrial Hazardous Waste as defined by federal or state statute, regulation or rule.

**Residential Bulk Waste/White Goods Waste:** Bidder shall provide year-round weekly bulk/white good waste collection from all eligible households that receive refuse collection. Bulk/White Good Waste collection shall maintain the current program guidelines which allow for up to two (2) Bulk/White Good items per week to be placed at the curb on solid waste collection days.

Bulk items include but are not limited to Bed Frames / Mattress and Box Spring / Bicycles / Carpet and Pad equal to one household room that is cut, rolled and tied in four (4)' sections and considered as one bulk item / Furniture / Grills / Storm Doors and Windows / Garage door panels / Swing Sets / Toilets / Televisions and small quantities of building debris from repair or remodeling done by home occupant. Each acceptable item is considered one bulk item and should be collected during regular pick up.

Bulk items defined as White Goods will be serviced within two business days of the resident's regular collection day. Standard White Good items include but are not limited to Air Conditioners / Dehumidifiers / Dishwashers / Dryers / Freezers / Hot Water Tanks / Humidifiers / Refrigerators / Stoves / and Washers.

Any additional items that require more than one (1) individual to load in the collection truck will be serviced within two (2) business days of the resident's regular collection day.

**Suitable Refuse Collection Containers:** Refuse is to be placed in a container made of rigid plastic or metal, with handles, and between twenty (20) to thirty five (35) gallons in size.

Garbage bags must be securely tied not to exceed fifty five (55) gallons in size. Each container and its contents cannot weigh more than fifty (50) pounds each.

**Improperly Set Out Refuse/Bulk/White Goods:** Bidder shall affix to non-conforming containers or loose trash a sticker or tag approved by MMWA stating the reason for the non-collection and notify MMWA if collection is not made. Should MMWA determine the refuse/bulk/white goods to be collectible, Bidder shall promptly return to the site and shall collect the refuse/bulk/white goods at Bidder's expense. MMWA is seeking proposals from Bidders with technology solutions (e.g., digital photos) to provide images of collection to help document properly and improperly set out materials.

Delivery of refuse/bulk/white goods to a Bidder designated licensed and State of Michigan approved landfill facility or to a licensed and State of Michigan approved landfill facility proposed by MMWA.

Alternative collection proposals are welcome.

## **RECYCLING:**

Bidder shall provide year-round weekly/EOW curbside or alley way unlimited manual single stream recycling collection for all eligible households that receive refuse service. Recycling is collected manually in properly labeled containers provided by each eligible household.

**Recyclables:** Allowable materials will follow the agreement developed between MMWA and its recyclables processing contractor. Currently residents can recycle OCC cardboard, steel and aluminum cans, mixed paper, plastics #1, #2, #4, #5, #6, #7 and clear, green or brown glass.

**Suitable Recyclables Containers:** Recyclables are to be placed curbside in rigid plastic containers between eighteen (18) and forty five (45) gallons in size. Containers larger than eighteen (18) gallons in size must be clearly marked with a "Recyclables Only" sticker. Containers twenty (20) to forty five (45) gallons in size must be made of either rigid plastic or metal and have handles. Each container and its contents cannot weight more than fifty (50) pounds each.

MMWA anticipates entering into a revenue sharing agreement as part of this RFP. Bidder shall state a processing cost per ton on material delivered with a 50% revenue sharing scenario for all revenues received from sale of material. Revenue sharing will be based on two annual incoming and outgoing audits that reflect the quantity and quality of the MMWA materials. Audits costs are to be built into the recycling processing contract costs.

Delivery of single stream recyclables to a licensed and State of Michigan approved Materials Recovery Facility (MRF) proposed by the Bidder or to a MMWA designated licensed and State of Michigan approved (MRF).

**Improperly Set Out Recycling:** Bidder shall affix to non-conforming containers or improperly prepared recycling a sticker approved by MMWA stating the reason for the non-collection and notify MMWA if collection is not made. Should MMWA determine the recycling to be collectible, Bidder shall promptly return to the site and shall collect the recycling at Bidder's expense. MMWA is seeking proposals from bidders with technology solutions (e.g., digital photos) to provide images of collections to help document properly and improperly set out materials.

MMWA welcomes bidders to include the following options in the eligible household pricing:

- Access to a participation incentive system for recycling.
- Access to an education center at the MRF with MRF operator education staff support for public tours and school field trips from schools in the region.
- Support and collaboration on recycling program education including web based and physical brochures and mailers.

Alternative collection proposals are welcome.

## **YARD WASTE:**

Bidder shall provide weekly manual unlimited seasonal yard waste collection from the first full week in April through the first full week in December. Yard waste is collected manually in properly labeled containers or degradable paper bags provided by eligible households.

**Yard Waste:** Yard waste eligible for collection includes leaves, grass clippings, vegetable or other garden debris, shrubbery, prunings/twigs less than two (2) inches in diameter, sod without dirt, large quantities of decorative seasonal vegetation, hay bales and any other yard waste materials defined as such by Michigan state law.

**Suitable Yard Waste Containers:** Yard waste is to be placed in a container made of rigid plastic or metal, with handles, and between twenty (20) to thirty (35) gallons in size clearly marked with a "Yard Waste" sticker, or in degradable paper bags manufactured for the purpose of yard and leaf collection, and meeting all other set-out requirements. No plastic bags are allowed for yard waste material set-outs. Each container and its contents cannot weight more than fifty (50) pounds each.

Delivery of yard waste to a Bidder designated licensed and State of Michigan approved compost/organics facility or to a licensed and State of Michigan approved compost/organics facility proposed by MMWA.

**Improperly Set Out Yard Waste:** Bidder shall affix to non-conforming containers or improperly prepared yard waste a sticker approved by MMWA stating the reason for the non-collection and notify MMWA if collection is not made. Should MMWA determine the yard waste to be collectible, Bidder shall promptly return to the site and shall collect the yard waste at Bidder's expense. MMWA is seeking proposals from Bidders with technology solutions (e.g., digital photos) to provide images of collection to help document properly and improperly set out materials.

Alternative collection proposals are welcome.

**Christmas Trees:** As part of the proposed eligible household price and not as a separate pay item, discarded Christmas trees devoid of any ropes, lights, metal, plastic, or other inorganic material placed curbside for collection shall be collected during Christmas week and through the end of January as yard waste and delivered to a designated compost site.

Christmas trees placed out at any other time other than the above-described period shall be collected as part of the regular refuse collection as a bulk/white goods item. Christmas trees placed curbside which are still adorned with lights and/or decorations shall be collected as a bulk/white goods item.

**Finished Compost:** Contractor shall provide pricing for MMWA member governments and eligible households to purchase finished compost at a fixed price per cubic yard including loading into vehicles with volume discounts.

**Food Waste:** Proposal should include the option for the potential addition of food waste collection/composting.

Alternative collection proposals are welcome.

## **OTHER SERVICES:**

**Member Dumpsters/Rolloffs:** A schedule of MMWA member operated service sites, container sizes and pickup frequency to be performed by the Bidder will be provided by MMWA. Bidder shall provide pricing for delivery, collection, and disposal services inclusive of all other typically applied fees and taxes for two (2), four (4) and eight (8) yard dumpsters for refuse and recycling and twenty (20) yd and thirty (30) yd roll off containers for refuse and recycling. Costs for such services may be charged directly to MMWA as a separate cost. MMWA reserves the right to contract such services with Bidder or any other provider of such services.

**Dumpsters/Rolloffs for Special Events and Festivals:** MMWA member communities may require dumpsters for festivals, special clean up days or other events. Bidder shall provide pricing for delivery, collection, and disposal service inclusive of all other typically applied fees and taxes for two (2), four (4) and eight (8) yard dumpsters for refuse and recycling and

twenty (20) yd and thirty (30) yd roll off containers for refuse and recycling. These services may be treated as a separate pay item.

**On-Call Services:** The Bidder shall collect and deliver to the designated disposal and processing sites all materials collected from “on-call” sites that MMWA identifies which may include collection of refuse from litter abatement enforcement (illegal dumping and evictions), weather related damage, and similar circumstances. Such “on-call” pickups shall be completed within 48 hours of electronic notice from MMWA. The Bidder shall itemize those services in an end-of-month invoice and shall bill those services in portal-to-portal hourly increments based on the hourly rates proposed for the following contract year by the Bidder 30 days before the end of each contract year. This hourly rate shall also be applicable to any extension of yard waste collection by an MMWA member community.

**Schools:** MMWA is interested in providing recycling collection and processing services to approximately 80 public school locations in the 13 school districts in MMWA member communities. Private schools may also participate. Bidder shall provide pricing for delivery, collection, and processing services inclusive of all other typically applied fees and taxes for eight (8) yard dumpsters and twenty (20) yd and thirty (30) yd roll off containers. These services may be treated as a separate pay item.

**Side Door Service:** There may be eligible households on the collection routes that are occupied by individuals who have been determined by MMWA to be unable to move refuse, recyclables, and yard waste to the curb. These locations will require side door service by the Bidder, as part of the regularly scheduled collection, and as part of the proposed unit price(s), and not as a separate pay item. The Bidder will be required to bring the container(s) to the curb and return the container(s) to the location where it was originally placed.

Should the list of households participating in side door service exceed one hundred (100) households Bidder may propose pricing for side door service as an optional premium service

**Public Drop Off:** Bidder shall provide at least one public recycling drop-off location available to MMWA member communities at no additional cost. The facility should operate a minimum of four (4) hours six (6) days a week including Saturdays. Additional drop-off location proposals are welcome.

**Transition plan (if necessary):**

**Bay City and Midland:** MMWA may seek to engage with the City of Bay City and the City of Midland to the mutual benefit of all in aggregating its collected recycling tonnage for purposes of processing and, if necessary, transloading. Bidder shall provide, if applicable, tiered processing costs based on annual tonnage of 5,000, 7,500, 10,000 and more than 10,000 tons.

**Expansion:** MMWA may desire to add additional member communities during the term of the contract. MMWA shall submit a written proposal for such expansion including the applicable

services, term of the proposed service and proposed start date of service. Bidder shall have 30 days to respond. Both parties agree to negotiate in good faith.

Bidder shall provide continued improvement and expansion of a quality control program intended to educate all eligible households on improperly prepared or inappropriate materials.

**Office Space:** Bidder shall provide either office space equivalent to the office space MMWA currently occupies or provide a subsidy equal to the cost of MMWA establishing such office space for the duration of the agreement.

### **Customer Service:**

MMWA is seeking best practice data collection and reporting that includes web-based real time access to key reporting information including but not limited to route information, photo records of pickups and reports of improperly prepared material placed curbside.

**Basic Superintendence and Collection Route Management:** As a basic level of service to MMWA, Bidder shall have a minimum of two Full Time Route Managers assigned to the MMWA account along with at least one dispatcher or operations support FTE from 7:00 am on each collection day until completion of that day's routes.

Bidder shall maintain an office in Saginaw County with local staff. Bidder's supervisory personnel shall be available to MMWA management and staff via cellular phone and email from 7:00 am on each collection day until completion of that day's routes. Bidder shall maintain a working fax line.

Bidder will work closely with MMWA staff during all phases of the work. The successful Bidder will be considered a key part of the project team. A strong, positive working relationship must be maintained.

The Bidder will provide one single point of contact plus a backup for the duration of the contract.

The Bidder will meet with applicable MMWA Executive Committee and/or Board of Trustees to review project status, project budget and project planning, as required.

**Emergency Contact:** Bidder will provide MMWA with an emergency phone number where Bidder's representative authorized to act on Bidder's behalf can be reached outside of the required office hours.

**Service Ticket Procedure:** MMWA will manage customer service for MMWA eligible households. MMWA anticipates online real time access to the Bidder program reporting system to efficiently respond to customer service issues.

**Customer Service Disputes:** If necessary, MMWA and Bidder shall use the following procedures to address specific customer service disputes:

**Reporting of Non-Collection Due to Improperly Prepared Material:** Bidder shall use the program reporting system in real time to report all situations that prevent or hinder collection and all instances of non-collection including the reason for the non-collection such as materials not placed at the curb, overweight or oversized containers or materials not accepted in the program. Each notice shall include, at a minimum, the relevant municipality, specific address, time of service or attempted service, applicable waste stream and specific preparation issue(s) which prevents collection service.

MMWA, should it receive any service complaint (e.g., missed pickups, uncollected bulk/white goods etc.) will first consult the Bidder provided web accessible program reporting system and determine if adequate information is already available to finalize the service ticket.

If the program reporting system has no applicable entry, MMWA will email a service ticket to the Bidder's representative.

For service tickets received by Bidder by 5:00 pm on a regular business day, Bidder will return and collect the properly prepared materials. For service tickets that are received after 5:00 pm on a regular business day, Bidder will have until the end of the following business day to collect the properly prepared materials. Throughout the business day, Bidder will use the program reporting system to provide MMWA with a response to each active service ticket until such service ticket is finalized.

In the event Bidder believes any complaint to be without merit (e.g., late set outs or improper preparation), Bidder shall use the program reporting system to notify MMWA. MMWA, if appropriate, will investigate all disputed complaints and render a determination. Disputed complaints shall not be considered valid missed collection complaints for purposes of calculating missed pickups used for determining performance penalties until they have been determined to be valid by MMWA.

In the event Bidder's customer service unit is contacted via phone or electronically regarding residential curbside collection service at an MMWA eligible household, Bidder shall ensure that such callers are directed back to MMWA either through a warm transfer or an email from Bidder directed to [mmwa@recyclemotion.org](mailto:mmwa@recyclemotion.org) that includes the resident's first and last name, address, municipality, the applicable waste stream and a valid phone number. Bidder may not publicize MMWA's email address.

Bidder will handle all service tickets received from MMWA in a prompt and efficient manner as specified above.

**Reporting Requirements:**

In addition to the web accessible program reporting system referenced above, or as part of such reporting system, Bidder shall provide MMWA with information and reports reasonably required by MMWA to allow MMWA to determine the efficiency and effectiveness of the agreed upon services. Records shall be kept by the Bidder on a daily, weekly, cumulative monthly and cumulative annual basis and shall be available to MMWA.

Bidder shall notify MMWA on a daily basis of all fluid spills by location, type and truck number and of broken down trucks by location, mechanical issue, truck number and length of down time.

All load receipts and all other back-up materials shall be made available for audit by MMWA and shall be provided in a readily usable electronic format upon request.

Annual reports shall include all of the above data, following the same format as the monthly reports and shall be submitted to MMWA by January 10<sup>th</sup> each year.

Bidder shall provide monthly household participation by waste stream reports.

Bidder shall provide reports to MMWA in a timely manner, but no less than a monthly basis, specifying all complaints, accidents or incidents while performing any duties pursuant to the contract, outages or downtime and inspections by regulatory agencies during the month of the report. Reports shall detail the nature and reasons for unusual incidents (e.g., accidents, regulatory non-compliance notices, overweight tickets, etc.) as well as results, findings and actions taken to resolve such incidents. Bidder shall also notify MMWA immediately of any fines or penalties levied and any actions that could have an adverse impact on the Bidder or the service to MMWA or both. Failure to report such data shall subject the Bidder to damages as noted below:

**Liquidated Damages:**

The Administrative Director shall notify the Bidder for each violation of the contract reported to MMWA. It shall be the duty of the Bidder to take proper action to remedy the cause of the complaint within twenty-four (24) hours after notification. Failure to remedy the cause of the complaint within the specified time period may constitute a breach of this contract. For the purpose of computing damages under the provisions of this section, it is agreed that MMWA shall have the authority to impose penalties due from the Bidder, for the following amount(s) as liquidated damages:

Failure to clean up spilled refuse or litter caused by Bidder or wash down a street as requested by MMWA to eliminate objectionable odors.	\$100.00 for each incident.
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Failure to repair damage to customer property caused by Bidder or its personnel within 24 hours.	\$250.00 per incident per incident.
Failure to promptly contain and clean up hydraulic oil, motor oil or fuel leaks.	\$2,000.00 per incident plus cost to Municipality, if applicable.
Failure to complete all routine pickups by 6:00 pm on the scheduled day or otherwise comply with the hours of operation as required by this agreement.	\$250.00 for each failure or neglect of repeated instance at same site.
Failure to collect refuse, recyclables, and yard waste within 24 hours after notification of complaint.	\$100.00 for each failure or neglect of repeated instance at same site.
Co-mingling materials from non MMWA collection in vehicles assigned to the performance of the MMWA contract.	\$500.00 for each instance.
Co-mingling of recyclables with trash.	\$500.00 for each instance.
Failure to maintain vehicle in operable condition and acceptable appearance after inspection and notice by MMWA.	\$500.00 for each instance.
Failure to deliver collected waste, recyclables, or yard waste to designated and approved disposal and processing sites.	\$2,000.00 for each instance.

The liquidated damages provided for herein are not considered as penalties and were not calculated in contemplation or anticipation that the Bidder would default. In the event the Bidder does default or otherwise abandon the project, MMWA reserves the right to collect from the Bidder or its surety, in addition to the liquidated damages, the actual damages incurred by MMWA as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by MMWA's Administrative Director and shall be applied as a credit to the following month's invoice from the Bidder. The decision of MMWA's Administrative Director in the matter will be binding.

**BIDDER' S COMPENSATION AND ADJUSTMENTS:**

Bidder may pass through certain cost increases directly to MMWA to adjust for the following: (1) increases in direct costs to Bidder and to all other solid waste transporters and/or disposal facilities in Michigan, resulting from enactments, repeal or changes in Federal, State, county or local laws, ordinances, rules or regulations with respect to taxes, fees or other governmental charges (other than income or real property taxes) that are adopted or promulgated after the Effective Date of the Contract and (2) exceptions otherwise noted. Also, Bidder shall pass through certain cost decreases in direct costs to MMWA and to all other solid waste transporters and/or disposal facilities in Michigan resulting from enactments, repeal, or changes in Federal, State, county or local laws, ordinances, rules, or

regulations with respect to taxes, fees, or other governmental charges (other than income or real property taxes) that are adopted or promulgated after the Effective Date of the Contract. MMWA shall be notified at least thirty (30) days in advance of such pass-through charges and relevant legislation.

## **PAYMENT:**

The Bidder will be responsible for submitting an accurate monthly invoice to MMWA no later than the 10<sup>th</sup> calendar day of the month. All billing will follow the rate schedules approved by MMWA as part of the service agreement. Invoices received after the 10<sup>th</sup> calendar day of the month will advance to MMWA's next scheduled monthly payment cycle. Inaccurate invoices that are not resolved until after the 10<sup>th</sup> calendar day of the month will advance to MMWA's next scheduled monthly payment cycle.

**Rebate:** The Bidder will provide a rebate of at least one percent (1%) or greater to MMWA if payment is made within thirty (30) calendar days of receipt of an accurate invoice.

**Collection Invoice:** The form of the collection invoice shall be written, with MMWA having an elective option to receive the invoice in electronic form. The invoice shall show an itemization by municipality of all charges including any discounts along with calculations to demonstrate and provide evidence to MMWA of all charges, fees, and discounts applied to the invoice.

**Refuse and Bulk/White Goods Waste Disposal, Recyclables Processing and Yard Waste Composting Invoice:** Bidder will identify each MMWA load by collection day, truck number, load ticket number, tonnage, and applicable tonnage/cubic yard rate. In the event recyclables processing or yard waste composting services are provided separately from collection services, collection vendor will provide an accurate reporting of the same load ticket information no later than the 10<sup>th</sup> calendar day of the following month for that waste stream. Collection vendor will engage in good faith in the resolution of any disputed load tickets.

## **ROUTES/ACCESS:**

Bidder shall maintain a high level of refuse and bulk/white goods waste collection and disposal, recyclable collection and processing and yard waste collection and composting services. Waste shall be collected from all containers presently in use and in all forms presently used, unless otherwise determined during negotiations of a contract. The Bidder shall provide complete service for all routes each day as scheduled. The Bidder shall collect and transport all refuse, recyclables and yard waste, which the property owner may desire to have removed and for which MMWA has authorized the Bidder to so collect, transport, process and/or dispose for the price(s) as proposed herein.

The Bidder shall not commence collection in residential areas prior to 7:00 a.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. Bidder shall comply with all applicable noise ordinances.

The Bidder shall pick-up all blown, littered and broken materials occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom and shovel for use in cleaning up any spilled debris or material from MMWA streets, sidewalks or property when said spillage is caused by the Bidder. MMWA may require the Bidder to wash down a street to eliminate objectionable odors.

The Bidder shall exercise care in the handling of containers, making certain that containers are emptied completely. The Bidder shall be responsible for loss or damage of an approved collection container directly caused by negligence by their agents or employees in the course of performance of their work and shall replace such containers at no cost to the owner or occupant or MMWA. Damaged or missing containers will be replaced or repaired within 48 hours. Containers damaged as part of normal wear and tear for external collection containers will not be replaced by the Bidder.

Bidder shall use extreme care to prevent any damage to property of MMWA residents including but not limited to mailboxes, lawns, shrubs and other plants and shall be responsible for any damage to such property caused by their agents or employees in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or MMWA.

All persons employed by the Bidder shall be competent, skilled and qualified in the performance of the work to which they are assigned and as required by the specifications. All personnel shall maintain a courteous and respectful attitude towards the public at all times. Bidder's employees shall wear uniforms with company identification.

The Bidder shall direct its employees to avoid loud/or profane language at all times during the performance of their duties. All work shall be performed in accordance with the provisions and requirements of this RFP.

No services of any type will be allowed on Saturdays or Sundays, unless otherwise approved by the Administrative Director. The Bidder shall not use Saturdays or Sundays as a designated collection day in the Schedule of Operations. It is MMWA's intent to maintain the appearance of the community and not have trash in public view over the weekend.

The Bidder shall honor the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. MMWA shall be responsible for publicizing any changes in collection schedules due to observance of the above holidays.

Bidder shall adhere to established routes and days of collection as designated by MMWA. Requested changes in days of collection shall be submitted in writing at least sixty (60) days in advance to MMWA's Administrative Director. Bidder shall obtain final approval in writing for

proposed changes in days of collection from MMWA's Administrative Director. Changes in days of collection shall not be unreasonably denied, except that the regular trash and bulk/white goods item, recyclables and yard waste collections shall be performed on the same day. Notice of changes in collection day shall be furnished to the affected property owners by the Bidder at no expense to MMWA in advance of the proposed change after approval by MMWA

The Bidder will not be required to pick up refuse and bulk items/white goods, recyclables, and yard waste if it determines a road has become impassable and access to a property unit from any direction on a roadway is prohibited. The Bidder, however, will be required to notify MMWA of this occurrence and will be required to pick up refuse and bulk items/white goods, recyclables and yard waste at the nearest public roadway or at a point of closure.

Periodically major renovation is necessary to maintain the infrastructure of MMWA member communities. This includes such activities as replacing gas, water and sewer lines, surfacing or resurfacing streets, and replacing wiring for telephone electricity or cable television. If MMWA's Administrative Director is notified in advance of these activities the Bidder will be notified. However, it is not uncommon for work to be initiated without prior notification. Alternate service for the collection of refuse and bulk items/white goods, recyclables, yard waste and must be provided by the Bidder during this period of disruption. No additional fees shall be payable for services provided under these conditions.

### **HAULING:**

Bidder shall be responsible for all collected material after it is loaded in the Bidder's collection vehicles. All refuse and bulk items/white goods, recyclables and yard waste hauled by the Bidder shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented.

### **WEATHER AND OTHER DISASTERS:**

MMWA shall be advised by Bidder as soon as is practically feasible in the event adverse weather or disaster conditions results in the inability to safely provide collection services. As soon as practicable after such weather or disaster, the Bidder shall advise MMWA's Administrative Director of the estimated time required before regular schedules and routes can be resumed. In case of weather or other disaster, MMWA's Administrative Director may grant the Bidder reasonable variance from regular schedules and routes.

### **ADDITIONAL SERVICE:**

MMWA shall not be responsible to the Bidder or the customer for any additional services provided at the request of the customer by the Bidder. The Bidder shall not charge any customer for services provided by MMWA under the terms of the contract.

## **PERFORMANCE GUARANTEES:**

The awarded Bidder shall provide, prior to execution of a contract, a Performance Bond. The Performance Bond shall be acceptable to MMWA, executed by a surety company licensed and admitted to do business in the State of Michigan or otherwise secured in a manner satisfactory to MMWA in an amount equal to fifty percent (50%) of the value of the applicable contract year. Proof of such bond shall be provided to MMWA by January 1<sup>st</sup> of each year of this agreement.

Should the Bidder, its employees, subcontractors and agents fail, neglect or refuse to perform its duties under the contract or shall otherwise be in default under the terms of the contract, MMWA may immediately notify the bonding company with copy to the Bidder solely as a point of information. Due to the nature of the services being provided, MMWA may take whatever steps necessary to collect, transport and dispose of solid waste, recyclables and yard waste until the surety provides an acceptable alternative. All costs incurred by MMWA due to the default of the Bidder, including attorney fees, shall be paid to MMWA by the bonding company based upon invoices submitted by MMWA on a monthly basis. The cost so incurred by MMWA shall be paid by the bonding company for the remaining period of the contract from the date of default.

Bidder shall obtain at its own expense any license required by the Federal, State or local governments necessary to operate the equipment and perform the work required by this contract. Employees and subcontractors of the Bidder shall be properly trained and have all licenses and endorsements required by Federal, State and local laws in order to operate the equipment and vehicles used in the performance of this contract.

## **DISPOSAL SITES:**

Unless otherwise directed by MMWA based on alternate solutions identified in this RFP, the Bidder is responsible for providing for the disposal of solid waste including refuse and bulk items/white goods and the processing of recyclables, yard waste for the duration of the contract at site(s) which meet the requirements of Part 115 of Act No. 451 of the Public Acts of 1994, State of Michigan as amended.

The Bidder agrees to and assumes complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of solid waste, recyclables and yard waste, which are or might be necessary and required of the contractor by any authorized governmental agency. The Bidder further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government, including MMWA, and to save MMWA harmless from any violation therefrom.

The Bidder further agrees to assume responsibility for paying all disposal fees and other financial obligations for all materials collected, processed and disposed of at the facilities provided by the Bidder with the exception of the current per cubic yard landfill surcharge as

included in Public Act No. 153 of 2003, Sec. 11525a. The Bidder should not include the per cubic yard landfill surcharge in their cost bid but shall pass through and collect the surcharge as part of their monthly billing on the basis of the monthly volume of solid waste landfilled times the current amount per cubic yard. For the purpose of converting tons to cubic yards, the Bidder shall assume 2.70 cubic yards per ton of solid waste collected and landfilled.

Unless otherwise directed by MMWA based on alternate solutions identified in this RFP, the Bidder shall make all arrangements necessary for disposing of as well as any short time storage of all collected solid waste as well as processing of recyclables and yard waste, outside the limits of MMWA.

Bidders must identify in their Bid the location and capacity of the site(s) to be used for 1) disposal of solid waste; 2) processing and marketing of recyclables; and 3) composting of yard waste and must furnish evidence that the site(s) meets the requirements of Part 115 of Act No. 451 of the Public Acts of 1994, State of Michigan, as amended. The Bidder shall provide MMWA with any applicable operating license of each of the disposal, recycling and/or composting site(s) and subcontractor information for approval by MMWA if not directly operated by Bidder. In the event it becomes necessary for the Bidder to change the disposal, recycling and/or composting site(s) during the contract period, the Bidder shall be required to notify MMWA in writing of said change and submit documents verifying that the site(s) meet the requirements of Part 115 of Act No. 451 of the Public Acts of 1994, State of Michigan, as amended. A copy of the facility's license must also be submitted to MMWA and subcontractor information for approval by MMWA if not directly operated by Bidder.

## SECTION FOUR CARTS

MMWA anticipates proposals for alternative collection options using automated trucks and carts. All cost proposals should clearly outline the per unit collection cost including cart purchase, delivery, and maintenance costs to readily compare proposed costs for the existing manual collection system compared to the proposed automated truck and cart collection system. Alternative collection proposals should be based on the following assumptions.

**Roll Carts:** The Bidder will provide, maintain, and replace as needed, including in the event of claims of stolen or missing carts, the refuse and recycling carts distributed to each eligible household. The Bidder will be responsible for providing, during the term of this contract, original and replacement carts as required matching the specifications of the carts with regards to construction, warranty, and labeling. The refuse and recycling carts will each have a different MMWA approved color (e.g., black for refuse with black lid and green for recycle with a green lid) and MMWA approved printing and labeling as “Trash” and “Recycling” carts. MMWA approved instructions shall be provided and attached to each cart with instructions for cart use and care and relevant refuse and recycling program information that MMWA will assist in developing.

Bidder is responsible for ordering carts, taking cart delivery, assembly and delivering carts to eligible households. Bidder’s eligible household pricing shall include assembly and distribution including a real time online accessible database of all distributed carts including cart model, serial number, address delivered to and RFID code (if applicable).

Bidder is responsible for visual inspection of the carts and reporting any concerns to MMWA.

Carts shall be standard ninety-six (96) gallon capacity for both refuse and recycling. MMWA will work with Bidder to allow households an opportunity before cart distribution to opt out of the larger cart for smaller sixty-four (64) and/or thirty-two (32) gallon carts for either refuse or recycling. In addition, a six (6) month amnesty period will be provided after the start date of the contract or delivery of the carts, whichever is later, for households to request a cart switch. After that the Bidder may charge a switching cost, the terms and pricing to be approved by MMWA. The registry of adjusted cart orders will be provided to the Bidder prior to cart ordering.

All carts shall be manufactured to the specifications used by the Bidder for their own cart programs with regards to design and construction of the container body, lid, hinges, handles, wheels and axles. Labeling and identification shall be approved by MMWA. The warranty must be for no less than twelve (12) full years of coverage on the cart body, and ten (10) full years of coverage on all other cart components. The warranty must specifically provide for no-cost replacement of any component parts which fail in materials of workmanship for the above stated time periods, beginning at the date of original purchase. The Bidder shall keep an inventory of sufficient replacement carts as well as parts, and shall regularly update

MMWA, on request, of the status of that inventory. Bidder is to perform deliveries, repairs and exchanges of such equipment in a timely manner. Bidder shall cause new shipments of carts to be delivered to the storage site and shall notify MMWA upon issuance of an order for a new shipment. Bidder shall maintain the cart storage site which shall include keeping a cart inventory. Bidder shall receive all shipments of carts, logging them into the cart inventory.

Bidder's eligible household pricing shall include at least one option for carts manufactured in Michigan that contain at minimum 10% PCCR (Post Consumer Curbside Recycling) recycled content ideally from Michigan recycling programs or 30% postindustrial recycled material.

The Bidder will provide new carts, matching the specification, to all additional eligible households added to the contract during the course of this agreement. Delivery shall also include appropriate educational material as reviewed and approved by MMWA.

The Bidder will provide an on-going cart maintenance program that meets MMWA's need for repair and replacement of damaged containers within one (1) business day of customer request.

The Bidder will use asset tracking software to track all refuse and recycling containers distributed and all containers exchanged during the program. The software must manage container inventories, repairs, deliveries, swap outs and other service requests in the field in order to maintain an accurate account database. This database will also become the foundation for tracking participation in the recycling program. This software will maintain the proper code/serial number for each address and, when the changes are made, the updated information will be sent in electronic format to both MMWA and, if applicable, the recycling participation incentive system service provider. The Bidder will need to make this database available to the recycling participation incentive program provider (see next section) to enable the recycling incentive system to operate.

Bidders shall provide additional curbside carts to residents for curb side trash and recyclables collection as follows:

- Eligible households shall have the option to make a one-time payment for an additional ninety-six (96) or sixty-four (64) gallon trash and/or cart. Bidder should identify costs for this option in their proposal response on accompanying chart.
- After the amnesty provision eligible households shall have the option to exchange a ninety-six (96) gallon rolling cart for refuse with a sixty-four (64) gallon cart. These refuse carts must include the appropriate tracking equipment. Bidder must identify costs for this option in their proposal response.
- After the amnesty provision eligible households shall have the option to exchange a ninety-six (96) gallon rolling cart for recyclables with a sixty-four (64) gallon cart.

These recycling carts must include the appropriate tracking equipment. Bidder must identify costs for this option in their proposal response.

Bidder shall be responsible for loss or damage of any approved cart caused by their employees in the course of performance of their work and/or due to lift mechanism or packing blade and shall fix or replace damaged carts at Bidder's sole cost.

Bidder shall be responsible for removing all carts at the conclusion of the contract.

## SECTION FIVE

### INFORMATION REQUIRED FROM PROPOSER

#### SUBMITTAL REQUIREMENTS:

##### **Financial:**

Bidder is to detail financial health by providing MMWA with Bidder's latest financial statements or letters from appropriate sources (CPA/accountant) which should document that Bidder has financial capacity to fulfill the contract obligations, finance required equipment, and working capital.

##### **Experience and Qualifications:**

Bidder is to provide a written overview of the services that the Bidder will provide, detail any limitations that will be placed on each resident, how the program will function, and any details that are important for understanding the features of the Bidder's program. This overview should address all services specified in this scope of services. Bidder shall describe the experience it has in providing similar services (include number of years).

Bidder shall identify all subcontractors (if applicable) and provide same information as proposed Bidder. Bidder is to include the name of the Landfill, Material Recovery Facility and Compost Facility in which waste, recyclables and compost will be disposed for the period of this contract. MMWA may request financial information of said facilities at a later date.

Bidder shall describe how subcontractor meets or exceeds the minimum qualification of the services requested.

##### **References:**

Bidder shall supply at least three (3) references of Bidder's largest current municipal (city, county, township, etc.) contracts. Please include customer's name, dates of contracts, summary of services provided, pricing schedule, reference contact name, phone number, email address and mailing address.

##### **Vehicles and Equipment:**

The Bidder shall provide adequate and sufficient garages, shops and yards to provide all weather, year-round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the Bidder shall be kept and maintained in sanitary condition and in good repair. Vehicles should be clean and well-maintained. Vehicles, equipment and facilities shall be subject to inspection for safety, sanitation, repair and appearance and subject to approval or rejection by the Administrative Director at any time. Vehicles shall be kept in good repair and operating order, leak-proof and clean and free of objectionable odors. Rejected equipment must be replaced or repaired by the Bidder within a reasonable time, as stated by MMWA's Administrative Director.

Employees driving Bidder's vehicles shall have a valid operator's license of the State of Michigan and shall meet State and Federal requirements concerning commercial licensing.

The Bidder shall not use MMWA's name or other words implying MMWA ownership on stationery, vehicles or equipment, except for a sign on vehicles designating that the Bidder is an official MMWA Contractor.

All vehicles and equipment used in collection and transportation of refuse/bulk/white goods, recyclables, and yard waste and other services within MMWA shall be of sufficient size, capacity and number to adequately and efficiently collect refuse/bulk/white goods, recyclables, and yard waste in accordance with the terms of this contract. Each vehicle shall be equipped with state of the art technology that ensures real time communication between the driver and dispatch or base station and a Route Manager.

Bidder must ensure quarterly Michigan Department of Transportation (MDOT) Certification of all vehicles used within MMWA

Bidder must provide a list of all vehicles being used within MMWA before service begins. All additions or deletions of servicing vehicles must be provided within one week of the change.

Prospective bidders shall provide MMWA with a spill response plan highlighting the bidder's plan to respond to any releases into the environment during the period of this contract.

Bidder is to provide transitional plan and marketing plan, if necessary.

## SECTION SIX

### EVALUATION & SELECTION CRITERIA

MMWA has a strong interest in selecting the Bidders with the highest quality and most cost-effective Bids. All Bids will be evaluated by criteria that will include, but are not limited to:

- Bidder's demonstrated performance of each program element described in this RFP.
- Bidder's detailed operations and equipment plans as represented in its bid.
- Bidder's general financial ability to perform contract including:
  - Proposed pricing structure.
  - The necessary financing capacity and ability to make needed start-up investment in equipment and systems.
  - Verification that the proposed costs are consistent with the activities described in the proposal and the bidder's operation and maintenance plans.
- Bidder's ability to meet the implementation schedule and the soundness of the plan for transition to operations as described in the proposal.
- Bidder's program for employee retention, especially drivers, mechanics and supervisors who are critical to contract execution and resident satisfaction.
- Bidder's commitment to high performance levels at every employee classification.
- Bidder's commitment to resident satisfaction.
- Bidder's ability to provide state of the art and efficient technology and assurances that the Bid includes the Best Available Services and Technology.
- Bidder's commitment to equal employment opportunity.
- Bidder's commitment to employee and public safety.

Bids failing to meet any or all of these criteria may, at the discretion of MMWA, be excluded from further consideration.

## SECTION SEVEN ATTACHMENTS

### INDEX:

ATTACHMENT A:	Bid Certification
ATTACHMENT B:	Pricing Sheets
ATTACHMENT C:	Bid Summary
ATTACHMENT D:	Bidder's Statement of Organization
ATTACHMENT E:	References
ATTACHMENT F:	Equipment Plan and Collection Vehicles
ATTACHMENT G:	Exceptions to Agreement
ATTACHMENT H:	Disposal, Processing and Composting Plan and Facilities
ATTACHMENT I:	Financial Qualifications
ATTACHMENT J:	Litigation History
ATTACHMENT K:	Transition Plan
ATTACHMENT L:	Bid Bond
ATTACHMENT M:	Bid Form
ATTACHMENT N:	Insurance Checklist
ATTACHMENT O:	Areas of Service/ MMWA Schedule A,

## BID CERTIFICATE (Attachment A)

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with the Mid Michigan Waste Authority for the products and services herein offered, if selected by MMWA within 180 days from RFP due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
  
6. Acknowledges the following addenda \_\_\_\_\_ issued as part of the RFP.

Conflict of Interest:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other MMWA contracts, or property interest for this proposal.

OR

- The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other MMWA contracts, or property interest for this Proposal.

NAME (Printed): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

**See other side**

Contact Person: Please indicate name, telephone number, fax number, mailing address, and email address of company representative for matters regarding this RFP.

CONTACT NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

PRICING SHEETS  
(Attachment B)

### List of Pricing Charts

Manual Collection 10 Year Agreement	Weekly Trash
	Weekly Recycling
	EOW Recycling
	Seasonal Weekly Yard Waste
Manual Collection 5 Year Agreement with Optional 5 Year Extension (5 and 5)	Trash
	Recycling
	EOW Recycling
	Yard Waste
Carts w/ Separate Disposal and Processing Costs 10 years	Trash
	Recycling
	EOW Recycling
Carts w/ Separate Disposal and Processing Costs 5 and 5	Trash
	Recycling
	EOW Recycling
Carts All In 10 years	Trash
	Recycling
	EOW Recycling
Carts All In 5 and 5	Trash
	Recycling
	EOW Recycling
Member Dumpsters 10 year	
Member Dumpsters 5 and 5	
Member Rolloffs 10 year	
Member Rolloffs 5 and 5	
Special Dumpsters 10 year	
Special Dumpsters 5 and 5	
Special Rolloffs 10 year	
Special Rolloffs 5 and 5	
On Call Dumpsters 1 year	
On Call Rolloffs 1 year	
School Recycling Collection and Processing 10 years	
School Recycling Collection and Processing 5 and 5	
Tiered Recycling Processing Cost 10 years	
Tiered Recycling Processing Costs 5 and 5	
Cart Costs	

**MANUAL COLLECTION REFUSE/BULK/WHITE GOODS WEEKLY  
10 Year**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
LANDFILL DISPOSAL PER TON	\$ _____ / ton									

**MANUAL COLLECTION RECYCLING WEEKLY**  
10 Year

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
RECYCLABLES PROCESSING PER TON	\$ _____ / ton									

**MANUAL COLLECTION RECYCLING EVERY OTHER WEEK  
10 Year**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
RECYCLABLES PROCESSING PER TON	\$ _____ / ton									

**MANUAL COLLECTION YARD WASTE SEASONAL WEEKLY  
10 Year**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
YARD WASTE COMPOSTING PER CUBIC YARD	\$ _____ / cubic yard									

**MANUAL COLLECTION REFUSE/BULK/WHITE GOODS WEEKLY  
5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
LANDFILL DISPOSAL PER TON	\$ _____ / ton									

**MANUAL COLLECTION RECYCLING WEEKLY  
5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
RECYCLABLES PROCESSING PER TON	\$ _____ / ton									

**MANUAL COLLECTION RECYCLING EVERY OTHER WEEK  
5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
RECYCLABLES PROCESSING PER TON	\$ _____ / ton									

**MANUAL COLLECTION YARD WASTE SEASONAL WEEKLY  
5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
YARD WASTE COMPOSTING PER CUBIC YARD	\$ _____ / cubic yard									

**CART COLLECTION REFUSE/BULK/WHITE GOODS WEEKLY  
with SEPARATE DISPOSAL COST 10 YEAR**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
LANDFILL DISPOSAL PER TON	\$ _____ / ton									

**CART COLLECTION RECYCLING WEEKLY  
with SEPARATE PROCESSING COST 10 YEAR**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
RECYCLABLES PROCESSING PER TON	\$ _____ / ton									

**CART COLLECTION RECYCLING EVERY OTHER WEEK  
with SEPARATE PROCESSING COST 10 YEAR**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
RECYCLABLES PROCESSING PER TON	\$ _____ / ton									

**CART COLLECTION REFUSE/BULK/WHITE GOODS WEEKLY  
with SEPARATE DISPOSAL COST 5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
LANDFILL DISPOSAL PER TON	\$ _____ / ton									

**CART COLLECTION RECYCLING WEEKLY  
with SEPARATE PROCESSING COST 5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
RECYCLABLES PROCESSING PER TON	\$ _____ / ton									

**CART COLLECTION RECYCLING EVERY OTHER WEEK  
with SEPARATE PROCESSING COST 5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									
RECYCLABLES PROCESSING PER TON	\$ _____ / ton									

**CART COLLECTION REFUSE/BULK/WHITE GOODS WEEKLY  
ALL IN 10 YEAR**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____/ household									
ZONE TWO	\$ _____/ household									
ZONE THREE	\$ _____/ household									
ZONE FOUR	\$ _____/ household									
ZONE FIVE	\$ _____/ household									
CITY OF SAGINAW	\$ _____/ household									

**CART COLLECTION RECYCLING WEEKLY  
ALL IN 10 YEAR**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									

**CART COLLECTION RECYCLING EVERY OTHER WEEK  
ALL IN 10 YEAR**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									

**CART COLLECTION REFUSE/BULK/WHITE GOODS WEEKLY  
ALL IN 5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____/ household									
ZONE TWO	\$ _____/ household									
ZONE THREE	\$ _____/ household									
ZONE FOUR	\$ _____/ household									
ZONE FIVE	\$ _____/ household									
CITY OF SAGINAW	\$ _____/ household									

**CART COLLECTION RECYCLING WEEKLY  
ALL IN 5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____ / household									
ZONE TWO	\$ _____ / household									
ZONE THREE	\$ _____ / household									
ZONE FOUR	\$ _____ / household									
ZONE FIVE	\$ _____ / household									
CITY OF SAGINAW	\$ _____ / household									

**CART COLLECTION RECYCLING EVERY OTHER WEEK  
ALL IN 5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
ZONE ONE	\$ _____/ household									
ZONE TWO	\$ _____/ household									
ZONE THREE	\$ _____/ household									
ZONE FOUR	\$ _____/ household									
ZONE FIVE	\$ _____/ household									
CITY OF SAGINAW	\$ _____/ household									

**DUMPSTERS FOR MEMBER COMMUNITIES**  
10 Year

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
2 YARD	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								
	ZONE FIVE	\$ _____ Dumpster								
4 YARD	CITY OF SAGINAW	\$ _____ Dumpster								
	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								
8 YARD	CITY OF SAGINAW	\$ _____ Dumpster								
	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								

**DUMPSTERS FOR MEMBER COMMUNITIES  
5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
2 YARD	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								
	ZONE FIVE	\$ _____ Dumpster								
4 YARD	CITY OF SAGINAW	\$ _____ Dumpster								
	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								
8 YARD	CITY OF SAGINAW	\$ _____ Dumpster								
	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								

**ROLLOFFS FOR MEMBER COMMUNITIES**  
10 year

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
20 YARD	ZONE ONE	\$ _____ Dumper								
	ZONE TWO	\$ _____ Dumper								
	ZONE THREE	\$ _____ Dumper								
	ZONE FOUR	\$ _____ Dumper								
	ZONE FIVE	\$ _____ Dumper								
CITY OF SAGINAW	\$ _____ Dumper									
30 YARD	ZONE ONE	\$ _____ Dumper								
	ZONE TWO	\$ _____ Dumper								
	ZONE THREE	\$ _____ Dumper								
	ZONE FOUR	\$ _____ Dumper								
	ZONE FIVE	\$ _____ Dumper								
CITY OF SAGINAW	\$ _____ Dumper									

**ROLLOFFS FOR MEMBER COMMUNITIES  
5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
20 YARD	ZONE ONE	\$ _____ Dumper								
	ZONE TWO	\$ _____ Dumper								
	ZONE THREE	\$ _____ Dumper								
	ZONE FOUR	\$ _____ Dumper								
	ZONE FIVE	\$ _____ Dumper								
CITY OF SAGINAW	\$ _____ Dumper									
30 YARD	ZONE ONE	\$ _____ Dumper								
	ZONE TWO	\$ _____ Dumper								
	ZONE THREE	\$ _____ Dumper								
	ZONE FOUR	\$ _____ Dumper								
	ZONE FIVE	\$ _____ Dumper								
CITY OF SAGINAW	\$ _____ Dumper									

**DUMPSTERS FOR MEMBER COMMUNITIES SPECIAL EVENTS**  
10 year

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
2 YARD	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								
	ZONE FIVE	\$ _____ Dumpster								
4 YARD	CITY OF SAGINAW	\$ _____ Dumpster								
	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								
8 YARD	CITY OF SAGINAW	\$ _____ Dumpster								
	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								

**DUMPSTERS FOR MEMBER COMMUNITIES SPECIAL EVENTS**  
5 and 5

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
2 YARD	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								
	ZONE FIVE	\$ _____ Dumpster								
4 YARD	CITY OF SAGINAW	\$ _____ Dumpster								
	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								
8 YARD	CITY OF SAGINAW	\$ _____ Dumpster								
	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								

**ROLLOFFS FOR MEMBER COMMUNITIES SPECIAL EVENTS**  
10 year

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
20 YARD	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								
	ZONE FIVE	\$ _____ Dumpster								
CITY OF SAGINAW	\$ _____ Dumpster									
30 YARD	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								
	ZONE FIVE	\$ _____ Dumpster								
CITY OF SAGINAW	\$ _____ Dumpster									

**ROLLOFFS FOR MEMBER COMMUNITIES SPECIAL EVENTS  
5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
20 YARD	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								
	ZONE FIVE	\$ _____ Dumpster								
CITY OF SAGINAW	\$ _____ Dumpster									
30 YARD	ZONE ONE	\$ _____ Dumpster								
	ZONE TWO	\$ _____ Dumpster								
	ZONE THREE	\$ _____ Dumpster								
	ZONE FOUR	\$ _____ Dumpster								
	ZONE FIVE	\$ _____ Dumpster								
CITY OF SAGINAW	\$ _____ Dumpster									

**DUMPSTERS/ROLL OFFS  
ON CALL**

2023

2 YARD	Zone One	\$_____/Dumpster
	Zone Two	\$_____/Dumpster
	Zone Three	\$_____/Dumpster
	Zone Four	\$_____/Dumpster
	Zone Five	\$_____/Dumpster
	City of Saginaw	\$_____/Dumpster

4 YARD	Zone One	\$_____/Dumpster
	Zone Two	\$_____/Dumpster
	Zone Three	\$_____/Dumpster
	Zone Four	\$_____/Dumpster
	Zone Five	\$_____/Dumpster
	City of Saginaw	\$_____/Dumpster

8 YARD	Zone One	\$_____/Dumpster
	Zone Two	\$_____/Dumpster
	Zone Three	\$_____/Dumpster
	Zone Four	\$_____/Dumpster
	Zone Five	\$_____/Dumpster
	City of Saginaw	\$_____/Dumpster

LABOR RATE/HOUR PORTAL TO PORTAL	Zone One	\$_____/Dumpster
	Zone Two	\$_____/Dumpster
	Zone Three	\$_____/Dumpster
	Zone Four	\$_____/Dumpster
	Zone Five	\$_____/Dumpster
	City of Saginaw	\$_____/Dumpster

# DUMPSTERS/ROLL OFFS ON CALL

2023

20 YARD	Zone One	\$_____/Dumpster
	Zone Two	\$_____/Dumpster
	Zone Three	\$_____/Dumpster
	Zone Four	\$_____/Dumpster
	Zone Five	\$_____/Dumpster
	City of Saginaw	\$_____/Dumpster

30 YARD	Zone One	\$_____/Dumpster
	Zone Two	\$_____/Dumpster
	Zone Three	\$_____/Dumpster
	Zone Four	\$_____/Dumpster
	Zone Five	\$_____/Dumpster
	City of Saginaw	\$_____/Dumpster

LABOR RATE/HOUR PORTAL TO PORTAL	Zone One	\$_____/Dumpster
	Zone Two	\$_____/Dumpster
	Zone Three	\$_____/Dumpster
	Zone Four	\$_____/Dumpster
	Zone Five	\$_____/Dumpster
	City of Saginaw	\$_____/Dumpster





**TIERED RECYCLING PROCESSING COST**  
10 year

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
5,000 TONS	\$ _____ / ton									
7,500 TONS	\$ _____ / ton									
10,000 TONS	\$ _____ / ton									
>10,000 TONS	\$ _____ / ton									

**TIERED RECYCLING PROCESSING COST**  
**5 and 5**

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
5,000 TONS	\$ _____ / ton									
7,500 TONS	\$ _____ / ton									
10,000 TONS	\$ _____ / ton									
>10,000 TONS	\$ _____ / ton									

<b>Carts</b>	
--------------	--

Cost of one additional 96 gal cart	\$ _____/ cart
--	-------------------

Cost of one additional 64 gal cart	\$ _____/ cart
--	-------------------

Post Amnesty cost to swap a 96 gal cart for a 64 gal cart	\$ _____/ cart
--	-------------------

Post Amnesty cost to swap a 96/64 gal cart for a 32 gal cart	\$ _____/ cart
---	-------------------

## PROPOSAL SUMMARY (Attachment C)

Provide a written overview of the services that the Bidder will provide, detail any limitations that will be placed on each resident, how the program will function and any details that are important for understanding the features of the Bidder's program. This overview should address all services specified in the scope of service contained in the RFP.

## PROPOSER'S STATEMENT OF ORGANIZATION (Attachment D)

Describe the experience your company has in providing similar services (include number of years). Describe how your company meets or exceeds the minimum qualification of the services requested.

For professional or management level staff that will be responsible for delivering services, provide a detailed listing by name along with a summary indicating the individual's areas of expertise and experience.

## REFERENCES (Attachment E)

Bidder shall supply at least three (3) references of Bidder's largest current municipal (city, county, township, etc.) contracts. Please include customer's name, dates of contracts, summary of services provided, pricing schedule, reference contact name, phone number, email address and mailing address.

## EQUIPMENT PLAN AND COLLECTION VEHICLES (Attachment F)

The Bidder shall prepare and submit an Equipment Plan outlining the types of vehicle(s) to be used, the size of crew required per vehicle, the number of vehicles required for the program, the capacity of the vehicles and the scheduled maintenance and cleaning of the vehicles.

The Bidder shall prepare and submit a list including vehicle number, VIN #, year and model, body style, original purchase date, date of last major rehabilitation, type of waste stream the vehicle typically collects and license plate number of all vehicles currently owned/leased planned to be used in order to meet the requirements of this RFP.

The Bidder shall prepare and submit an Equipment Acquisition Plan outlining the types of vehicle(s) to be purchased in order to meet the requirements of this RFP include the year and model, body style and date of last major rehabilitation if applicable.

Bidder is to include sample images of each type of vehicle listed.

## EXCEPTIONS TO AGREEMENT (Attachment G)

Complete this attachment if Bidder intends to make any exceptions to the program specifications set forth in the RFP documents. For each exception the Bidder should provide substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance.

If no exceptions are noted in the Bid, MMWA will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly.

MMWA will not be obligated to consider any requests for exceptions to specific requirements of the RFP and the proposed contracts made by the selected Bidder after the due date for this RFP.

## DISPOSAL, PROCESSING AND COMPOSTING PLAN AND FACILITIES (Attachment H)

The Bidder shall prepare and submit a Disposal, Processing and Composting Plan outlining the specific facilities to be used, Bidder's most recent experience in using those facilities, the contractual and/or ownership arrangement that Bidder has with those facilities, the capacity of the facilities to dispose of solid waste, process recyclables, compost yard waste, and the regulatory status of those facilities. Backup facilities should also be identified.

Provide information on how Bidder will track, record, and submit weekly reports that reflect data on volumes of refuse/bulk/white goods, recyclables, and yard waste.

Identify all subcontractors (if applicable).

## FINANCIAL QUALIFICATIONS (Attachment I)

Detail your company's financial health by providing MMWA with your latest financial statements or letters from appropriate sources (CPA/accountant) which should document that Bidder has the financial capacity to fulfill the contractual obligations and finance any required equipment, and necessary working capital.

MMWA reserves the right to require submission by Bidder, at no cost to MMWA, of certified audited financial statements for the Bidder and/or an opinion by a Certified Public Accountant with regard to the financial status of such Bidder, including ownership of or interest in equipment and facilities prior to award of an Agreement.

At all times, MMWA will comply with the provisions of the Michigan Freedom of Information Act as required by State law.

## LITIGATION HISTORY (Attachment J)

The Bidder must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings and civil actions involving \$100,000 or more and all criminal legal actions in which the company, its parent company, subsidiaries, all partners or principals were involved. For each case, the Bidder must provide the following:

- The name of the claim, arbitration, litigation or action.
- The amount at issue or the criminal charges alleged.
- The status or final disposition of the case.

The Bidder must also provide details of any current or threatened legal actions in Michigan against the Bidder or its parent company, subsidiaries, all partners, principals or joint venture company(s) by a governmental entity contracting with the Bidder or its parent company for services relating to solid waste management or against such a government entity by the Bidder or its parent company or joint venture company(s). For each action, the Bidder must provide the following:

- The name of the action and the court in which the action is pending.
- The action number and the amount at issue.

The Bidder shall provide a list of any regulatory agency such as, but not limited to, the United States Environmental Protection Agency (USEPA) or Michigan Department of Environment, Great Lakes, and Energy (EGLE). The list shall include name of the regulatory agency and the date of enforcement action.

The Bidder shall inform MMWA if it has had a permit, franchise, license, entitlements or business licenses that has been revoked or suspended in the last five (5) years.

The Bidder must list any claims against a Bid or Performance Bond and the results of any contractual defaults or termination over the last five (5) years.

## TRANSITIONAL PLAN (Attachment K)

Provide a transitional plan for implementing services, which will include how the Bidder will perform the services throughout MMWA, the routes that will be performed and the day of the week on which those routes will be serviced. In developing the transition plan, Bidders should consider that MMWA strongly seeks to reduce disruption to residents during the transition period, and to minimize any changes in collection days. MMWA will require Bidder to work closely with and coordinate all public education and outreach programs with MMWA.

## BID BOND (Attachment L)

A bid bond executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to MMWA or certified check in the amount of five percent (5%) of the proposed value of the first year of the Bid must accompany each Bid. The Bid Bond is required, guaranteeing that if a Contract is awarded to the Bidder, that it will sign the required Contract and provide all required documents within the time required, which will be subject to forfeiture to MMWA as liquidated damages not as a penalty upon failure to do so.

# BID FORM (Attachment M)

## ARTICLE ONE: BID RECIPIENT

This Bid is submitted to:

Mid Michigan Waste Authority  
C/O Katharine Tessin  
Administrative Director  
2063 S Miller Road  
Saginaw MI 48609

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with MMWA in the form included in the RFP to perform all Work as specified or indicated in the RFP for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the RFP.

## ARTICLE TWO: BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond security. This proposal will remain subject to acceptance for 180 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of MMWA.

## ARTICLE THREE: BIDDER'S REPRESENTATIONS

In submitting this proposal, Bidder represents that:

- A. Bidder has examined and carefully studied the RFP, and any data and reference items identified in the RFP, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

- B. Bidder has visited the area, conducted a thorough, alert visual examination of the complete areas, and has become familiar with and satisfied itself as to the general, local, and area conditions that may affect cost, progress, and performance of the work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the RFP; and any Site-related reports and drawings identified in the RFP, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Bidder, and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the RFP.
- F. The proposal documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- G. The submission of this Bid constitutes an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article, and that without exception, the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the RFP.

#### **ARTICLE FOUR: BIDDER'S CERTIFICATION**

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of MMWA, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive MMWA of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of MMWA, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

# INSURANCE CHECKLIST

(Attachment N)

Bidder shall provide proof of ability to meet the requirements detailed in Section Two Item 8.

## MMWA Member Collection Services Schedule A - 2021

Zones/Members	2021 Hsct	Collection Charges		Collection Services Levels			
		all	w/out yw	Refuse	Recycling		Yard Waste
		Pricing for rec & yw collection services same Zones 1-5		Each zone a different price	weekly	biwkly	wkly-8 months
<b>Zone 1</b>							
Carrollton Twp +1	2,239			Manual	W		YW
James Twp	777			Manual	W		YW
Saginaw Twp	13,078			Manual	W		YW
St. Charles - Village +1	778			Manual	W		YW
Swan Creek Twp +1	970			Manual	W		n/a
Thomas Twp +3	4,358			Manual	W		YW
<b>Zone 1 Total: 6</b>	<b>22,200</b>			all wkly			<b>5 YW</b>
<b>Zone 2</b>							
Birch Run - Village +2	352			Manual		B	YW
Birch Run Twp +1	1,747			Manual		B	n/a
Bridgeport Twp	3,958			Manual	W		YW
Buena Vista Twp	2,744			Manual	W		YW
Frankenmuth - City	1,781			<i>Bags only</i>	W		YW
Frankenmuth Twp	773			Manual	W		n/a
Spaulding Twp	873			Manual		B	YW
<b>Zone 2 Total: 7</b>	<b>12,228</b>			4 wkly			<b>4 YW</b>
<b>Zone 3</b>							
Fremont Twp	810			Manual		B	n/a
Jonesfield Twp	379			Manual		B	n/a
Kochville Twp +1	756			Manual	W		YW
Lakefield Twp	398			Manual		B	n/a
Merrill - Village +3	285			Manual		B	n/a
Richland Twp	1,531			Manual		B	n/a
Tittabawassee Twp +2	2,931			Manual	W		YW
Zilwaukee - City +1	710			Manual		B	YW
<b>Zone 3 Total: 8</b>	<b>7,800</b>			6 bi-wkly			<b>3 YW</b>
<b>Zone 4</b>							
Albee Twp	799			Manual		B	n/a
Blumfield Twp	825			Manual		B	n/a
Brady Twp	660			Manual	W		n/a
Brant Twp	760			Manual	W		n/a
Chapin Twp	401			Manual	W		n/a
Chesaning Twp +1	940			Manual	W		n/a
Maple Grove Twp	1,002			Manual	W		n/a
Marion Twp	366			Manual	W		n/a
St. Charles Twp	580			Manual	n/a		n/a
<b>Zone 4 Total: 9</b>	<b>6,333</b>			7 wkly			<b>1 YW</b>
<b>Zone 5</b>							
Bethany Twp	504			Manual		B	n/a
Breckenridge - Village	513			Manual		B	n/a
Wheeler Twp +1	573			Manual		B	n/a
<b>Zone 5 Total: 3</b>	<b>1,590</b>			3 bi-wkly			<b>No YW</b>
<b>Subtotal: Zones 1-5:</b>							
<b>City Zone</b>							
				w/out yw			
City of Saginaw	18,503			20-bags		n/a	n/a
<b>Total MMWA = 34</b>	<b>68,654</b>						