

REQUEST FOR PROPOSALS

City of Algonac

805 St. Clair River Drive, Algonac, MI 48001

The city of Algonac, Michigan is accepting sealed proposals for REFUSE, RECYCLABLES AND YARD WASTE COLLECTION until **TUESDAY, APRIL 9, 2024 AT 2:30 PM** in the office of the City Clerk, 805 St. Clair River Drive, Algonac, MI 48001. Specifications are available at www.cityofalgonac.org.

The contract shall be firm and binding for five (5) years starting June 1, 2024 and conclude at the end of the collection day May 31, 2029.

Lisa Borgacz
City Clerk
cityclerk@cityofalgonac.org

SCOPE OF SERVICES

INTENT:

To provide weekly curb collection and disposal of refuse, recyclables, yard waste and bulk items as well as miscellaneous services for the city of Algonac, which has an estimated population of 4,196 and approximately 23 miles of streets within an area of 1.73 square miles. The base number of single-family residential homes in need of collection is 1,717. There will be no bag limit for refuse or yard waste. Miscellaneous services needed include:

- Hourly rate for special collections (i.e. evictions, nuisances, emergency storm clean-up).
- Disposal of Christmas trees.
- Dumpsters for special events.
- Handicapped Stop List.
- Algonac resident container discount.

Dumpsters needed include:

Need	No. of Dumpsters	Size	Duration
Art Fair	1	8-yard	Labor Day weekend/4 days
Pickrel Tournament	3	30-yard	July 4/5 days
Community Clean-up	3 spring, 3 fall	30-yard	1 Spring Clean-up, 1 Fall Clean-up/5 days each/ 1 for tires only
City Hall (mechanical)	1	8-yard	Weekly
DPW (roll-off)	1	10-yard	Weekly
Lions Field (mechanical)	1	8-yard	Weekly
Lions Field Pool (mechanical)	1	8-yard	Weekly (May-September)

CALL CENTER:

Contractor shall maintain a dedicated line in a call center dedicated to resolving service complaints. Contractor shall employ sufficient customer service personnel who understand and communicate effectively in the English language (both in writing and orally) to enable the contractor to resolve complaints regarding collection service in a courteous and efficient manner.

Complaints shall be resolved with a twenty-four (24) hour window.

Contractor shall include the phone number dedicated for complaint resolution in all informational materials distributed or communicated by Contractor. Contractor shall be responsible for notifying the City and all Algonac customers not less than ten (10) days before the dedicated complaint line phone number is changed for any reason.

CLEANUP:

All waste spilled by the Contractor or any spilled waste caused by wind, animals, etc. shall be picked up by the Contractor in the course of regular pick-up. Each refuse truck shall be equipped at all times with a broom and shovel for this purpose. The Contractor is responsible for the cleanup of any such spillage as well as the washing down of City streets to dissipate objectionable odors.

CLOSED STREETS:

Curbside collection shall not be discontinued because of streets being closed due to construction or other reasons. The Contractor shall coordinate its operation with city contractors on-site.

COLLECTION OF CITY REFUSE ONLY:

The Contractor shall begin work each day with an empty vehicle.

COLLECTION DAYS/TIMES/ROUTES:

The Contractor shall adhere to established routes. Current collection day is Thursday. Requested route changes shall be submitted in writing at least 60 days in advance to the City Manager. Route changes shall not be unreasonably denied. Any route changes shall be advertised as approved by the City at the sole cost of the Contractor.

All collections under the Refuse Contract shall be scheduled for a five (5) day week between Monday and Friday except for recognized holidays and between hours of 7:00 a.m. and 6:00 p.m.

The separate collection of yard waste is to begin the first full week in April through the last week in November each year and shall be transported to an approved and designated compost site for processing. The Contractor shall only be compensated for the actual weeks designated for separate collection based on the weekly unit price proposed multiplied by the actual weeks the collection is approved to be performed. Yard waste collected during the months of December, January, February, and March shall be collected and disposed of without additional compensation.

COMPLAINTS RECEIVED BY CITY:

Any contacts/complaints received by the city shall be forwarded to the Contractor Field Supervisor for investigation. A written disposition of results shall be returned from the Contractor to the City within 24 hours. If the City determines the Contractor is at fault and the concern/complaint justified, the Contractor shall at its own expense take remedial action acceptable and satisfactory to the City.

COMPLIANCE:

The Contractor shall be responsible for complying with all applicable laws concerning the disposal or recycling of air conditioning and refrigeration equipment. Any revenues associated from recycling of bulk items shall remain with the Contractor.

The City Solid Waste Ordinance establishes guidelines for residents as to the acceptable containers and means of placement for disposal. The Contractor shall be required to collect all refuse placed for collection in keeping with existing practices as outlined in these specifications. The City reserves the right to amend the Solid Waste Ordinance without affecting the rates to be paid the Contractor provided the Contractor's obligations are not materially altered.

CONTAINERS:

The Contractor shall not be required to collect the contents of any container and its contents weigh over 35 lbs. The following shall be acceptable for collection:

Refuse to be placed in either 1) a commercially sold container built of metal, rubber, or plastic, free of holes, with proper handles and fitting covers, having a content volume no greater than 30 gallons and used for the disposal of dry waste matter or a plastic bag/liner having a content volume no greater than 30 gallons and constructed to a thickness sufficient enough to hold its contents within. Cardboard boxes, paper bags, and uncovered containers are also acceptable containers.

Recyclable collection bin (18-gallon) will be provided by the contractor. Bins remain the property of the contractor.

Yard Waste to be placed in 1) containers up to 32-gallons with handles or 2) 32-gallon paper yard waste bags.

Damaged containers shall be replaced or repaired by Contractor within 24 hours of being notified to do so.

Containers must be put back and left standing upright in approximately the place from where they were picked up and placed out on the public street.

Container lids need not be replaced but must be neatly placed next to containers and not scattered.

Mechanical Dumpsters shall be of substantial metal construction and shall be watertight and equipped with tight-fitting covers and shall have sturdy metal fittings for mechanical unloading purposes. The maximum capacity container shall be eight (8) yards.

Contractor will have large, wheeled trash bins available for resident purchase.

DEFINITIONS:

Refuse shall mean food and non-food waste, including but not limited to such items as paper, metal cans, bottles, and other glass containers, rags, ashes, waste from minor household repairs, paper bags, boxes, packing materials, appliances, furniture, storm doors, door walls, windows, tires cut in half, toilets, bathtubs, sinks, carpets and pads, railroad ties, and fence posts or sections of fence not exceeding 3' x 8', and other refuse from residential dwellings, some commercial establishments, and all public City buildings and facilities. Reasonable quantities of materials such as small stumps, car parts, dirt, building materials, bricks and concrete blocks shall be taken by the Contractor if reduced to small dimensions or placed in proper containers not exceeding weight limitations.

Recyclables shall mean newspapers, magazines, catalogs, office paper, junk mail, cereal boxes, shoe boxes and similar material, corrugated cardboard, paper bags, and pizza boxes, plastic bottles and containers — plastics numbered 1, 2, 3, 4, 5, 6, and 7 are accepted, including plastic grocery bags, glass bottles and jars (clear only), metal cans — steel and tin, aluminum cans, clean metal pots, pans, tins, and utensils.

Yard waste shall mean residential grass clippings, leaves, weeds, twigs, shrub clippings, garden wastes, dirt incidental to minor yard work, small shrubs and bushes, as well as bundled residential tree and shrub branches less than six inches (6") in diameter and no longer than five feet (5') in length. Unacceptable yard waste: animal waste, paper.

Bulk Items shall include but are not limited to fixtures and furniture, storm doors, door walls and windows, toilets, sinks, carpets and pads, railroad ties, and fence posts or fences not exceeding 3' x 8', small quantities of building debris resulting from repair or remodeling personally done by the homeowner which have been placed at the curb property tied or bundled in lengths of not more than five feet (5'), household appliances, small sheds, swimming pools, garage doors, fenders, hoods of cars, etc. Bulk items do not include junk cars, large parts from cars, or other items resulting from the homeowner's personal repair or remodeling. All bulk items shall be placed out for disposal on the regular scheduled day and must be picked up no later than 24 hours after normal pickup.

DISCRIMINATION AGAINST PERSONS WITH DISABILITIES PROHIBITED:

Contractor agrees that neither it nor its subcontractors will discriminate against an employee or applicant for employment as defined by Public Act. No. 220 of the Public Acts of 1976, as amended, Breach of this covenant shall be regarded as a material breach of the Contract.

DISPOSAL SITES:

Disposal sites must meet the requirements of Part 115 of Act No. 451 of the Public Acts of 1994, State of Michigan as amended.

The Contractor 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 wastes which are or might be necessary and required of the Contractor by any authorized governmental agency. The Contractor further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government, including the City, and to hold the City harmless from any violation.

The Contractor further agrees to assume responsibility for paying all disposal fees and other financial obligations for all materials collected and disposed of at the facilities provided by the Contractor with the exception of the cubic yard landfill surcharge (if any) as included in Public Act No. 451 of 1994, Sec. 115254 as amended. **The Contractor should not include the cubic yard surcharge in its disposal cost proposal but shall continue to pass through and collect the surcharge as part of its monthly bill on the basis of the monthly volume of solid waste landfilled times the seven cents per cubic yard. For the purpose of converting tons to cubic yards, the Contractor shall assume 2.55 cubic yards per ton of solid waste collected and landfilled. Proposed pricing should include any and all fees that may be incurred by the contractor to complete their disposal duties. No additional charges will be accepted for fuel surcharge, or overweight discrepancy, etc.**

In the event that the State of Michigan, St. Clair County, or other governmental unit imposes any new or increased fee, tax, or surcharge on the hauling, disposal, or processing of solid waste or recyclables, which fee, tax, or surcharge leads to an increase in the cost of providing the services set forth in the proposal, the City shall provide additional compensation to Contractor to the extent of such new or increased fee, tax, or surcharge. Similarly, if any such fee, tax, or surcharge should sunset or otherwise be eliminated, Contractor shall immediately cease any invoicing or collection of same on its monthly bills.

The Contractor shall make all arrangements necessary for disposing of, as well as any short time storage of, all collected solid waste outside the limits of the City of Algonac.

The successful proposer must notify the City in writing of the location of the disposal site(s) to be used; including sites utilized for composting and recycling of material, and must furnish evidence that the site(s) meets the requirements of all applicable laws and regulations. The Contractor shall provide the City with any applicable operating license for each of the disposal, recycling, and/or composting site(s). In the event it becomes necessary for the Contractor to change the disposal, recycling, and/or composting site(s) during the contract period, the Contractor shall be required to notify the City in writing of said change and submit documents verifying that the site(s) meet the requirements of Act No. 451 of the Public Acts of 1994, State of Michigan, as amended. A copy of the facility license must also be submitted to the city.

EMPLOYEES:

Employees must be courteous. Collection crews shall not have alcohol or narcotic drugs in their systems, shall not be under the influence of or affected by any alcohol or drugs, nor accept remuneration of any kind from residents while performing services under the contract. Violation of these rules shall be cause for reassignment of the employee when requested by the City. Employees must wear standardized company uniforms or follow a dress code agreed upon by the City and the Contractor. No solicitations should be made to residents by employees. Adequate supervision shall be furnished at all times.

No person under the age of 18 years shall be employed under the contract.

The Contractor shall designate a supervisor for collection crews working in the city. The supervisor must be accessible to the City at all times. A cell phone number shall be made available to the City for direct contact.

EQUIPMENT:

The Contractor shall provide evidence that an approved equipment storage yard and maintenance building is available or will be made available to service the refuse vehicles.

The Contractor shall provide and maintain during the entire period of the contract a fleet of collection trucks, support and/or backup vehicles sufficient in number and capacity to efficiently perform the work and render the services required of it by the contract.

The Contractor shall provide uniformly painted vehicles and equipment and shall maintain its vehicles and equipment in good condition at its own expense and keep said vehicles free from objectionable odors. The vehicles/equipment shall be washed on a regular basis as reasonably determined by the Public Works Foreman.

Vehicles used for all waste collections must conform to all requirements of State, County, and City laws and ordinances relating to load limits. It shall be the responsibility of the Contractor to reduce loads to conform thereto.

Vehicles used in the performance of the Contractor's duties under the contract shall prominently display on both sides of the truck cab, the assigned truck number of each vehicle and the Contractor's name and address. No advertising signs, including political signs or slogans, shall be displayed.

EVICCTIONS:

Landlords (or designated representative) must contact the Contractor or City and make specific arrangements for the removal of such items in accordance with the hourly rate for special collections.

FAIR EMPLOYMENT PRACTICES ACT:

The Contractor agrees that neither they nor any subcontractor will discriminate against any employee or applicant for employment with respect to its hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of its race, color, religion, national origin, age, gender, height, weight, familial status, marital status, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

HANDICAPPED STOP LIST:

The City will accept applications for this service. Contractor shall not charge an extra fee to customers who provide proof of a disability. In a case of dispute between the customer and hauler the City shall make the final determination.

HOLIDAYS:

When the regular collection day falls on a holiday, collections shall be made on the day following, including Saturday, or as scheduled by the City. There are six (6) recognized holidays:

- | | |
|----------------|------------------|
| NEW YEAR'S DAY | LABOR DAY |
| MEMORIAL DAY | THANKSGIVING DAY |
| FOURTH OF JULY | CHRISTMAS DAY |

INDEMNITY:

CONTRACTOR for itself, its successors, and its assigns releases, waives, discharges, and covenants not to sue the CITY, its officers, employees, agents, and elected officials, successors, and assigns from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage,

or expense of whatsoever kind and nature, including attorney fees and including claims for injury or death, on account of injury to the person or equipment of CONTRACTOR resulting directly from the performance of the work above-referred to, however caused, on CITY owned premises, excepting for Gross Negligence by the City.

To the fullest extent permitted by law, CONTRACTOR expressly agrees to indemnify and hold the CITY harmless from and against all loss, expense, damage, liability, claims, and/or costs (including court costs and attorney fees), whether groundless or not, arising out of the bodily injury, sickness, or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, and/or the damage or destruction of any property, including the loss of use thereof, arising in any way, directly or indirectly, out of services performed by anyone under this Contract, except that CONTRACTOR shall not be responsible to the City on indemnity for damages caused by or resulting from the CITY's sole negligence; and CONTRACTOR shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder, and CONTRACTOR shall pay any and all judgments and/or penalties which may be ordered in any such suit, action, or proceeding, and any and all expense, including, but not limited to, costs, attorneys' fees, and settlement expenses which may be incurred therein.

For the purposes of the indemnity and insurance provisions herein, "CITY" shall mean the CITY and its elected and appointed officials, employees, agents, and volunteers working on behalf of the CITY; and "loss" and liability" shall mean loss, cost, expense, damage, liability, or claims, whether groundless or not.

CONTRACTOR obligation to indemnify and hold the CITY harmless shall include, but is not limited to (1) the obligation to defend the CITY from any such suit, action, or proceeding, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action, or proceeding, and/or any and all expenses including, but not limited to, costs, attorney fees, and settlement expenses which may be incurred.

CONTRACTOR agrees that it is its sole responsibility and not the responsibility of the CITY to safeguard its property or the property and materials that any employees, consultants, or subcontractors use or have in their possession while performing services under this Contract.

CONTRACTOR further agrees to hold the CITY harmless for any loss of or damage to such property and materials used by any such persons pursuant to CONTRACTORs performance under this Contract or which is in their possession.

INSURANCE REQUIREMENTS:

No work shall commence until required insurance is obtained and proof of coverage provided to the city. The contractor shall be solely responsible for any deductible or self-insured retention. The contractor and any subcontractors must procure and maintain the following coverages during the life of this contract:

Workers Compensation Insurance, including Employers Liability Coverage in accordance with all applicable statutes of the state of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limit of liability no less than \$2,000,000 per occurrence and aggregate, personal injury, bodily injury and property damage.

Coverage shall include the following extensions:

- (1) Contractual Liability Coverage
- (2) Products and Completed Operations Coverage
- (3) Independent Contractors Coverage
- (4) Broad Form General Liability Extensions
- (5) Explosion, Collage and Underground (XC&U) Coverage

Motor Vehicle Liability, including Michigan No-Fault Coverages with limits of liability not less than \$2,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles and all hired vehicles.

Pollution Liability, with limits of liability no less than \$1,000,000 per occurrence and aggregate, including, but not limited to, the collection, transportation, storage and removal of all hazardous waste.

Additional Insured. Following the official award of bid by City Council the Commercial General Liability Insurance, Motor Vehicle Liability and Pollution Liability shall include an endorsement as follows:

“The City of Algonac, including all elected and appointed officials, all employees and volunteers, all boards, commission and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the city of Algonac as additional insured, coverage afforded is primary and any other insurance the city of Algonac may have in effect shall be considered secondary and/or excess.”

Cancellation Notice. Written notice of cancellation, non-renewal or reduction and/or material change shall be sent to the city clerk. 805 St. Clair River Drive, Algonac, MI 48001.

LICENSES:

The Contractor shall furnish at its own expense all licenses required by Federal, State, or local laws necessary to operate equipment and perform the work required by the contract. Employees of said Contractor shall have all licenses and endorsements required by Federal, State, or local laws necessary to operate equipment utilized in the performance of the contract.

LOAD LIMITS:

Contractor will not be allowed to transfer refuse, recyclables, or yard waste from truck to truck in residential areas except where small pick-ups are needed due to bridge load limits. DO NOT BLOCK ROAD. Transfers may occur in the city-owned parking lot behind the Dairy Queen (1307 St. Clair River Drive). The following streets have a maximum load limit of 15 tons: Channelsyde, Cherryl Lane, Delta, Interlochen, Island Court, Lockhaven, North Avenue, Roselawn, Ruskin, Venetian Way, and Virginia.

PAYMENTS:

The City shall remit to the Contractor for services rendered under the terms of the contract, within a reasonable time (normally 45 days) after completion of the work at month end, and receipt and approval of the itemized billing, the fees earned the previous month. The amount remitted to the Contractor by the City shall be the number of units serviced times the rate agreed upon in the Contract for each unit, less any liquidated damages and other authorized charges.

PENALTIES:

Clean Up. If the Contractor fails to clean up or wash down the streets within 24 hours of having been requested to do so by the City, the City may do so, and charge the Contractor the actual cost (equipment hours, man hours, employee benefits, and dumping fees) plus 100% administrative oversight fee to be deducted from payments due the Contractor from the City.

Damaged container. If the Contractor fails to replace or repair within 24 hours of being notified to do so, then the City may do so and deduct the cost of the container and the actual cost of delivery plus 100% administrative oversight fee to be deducted from payments due the Contractor from the City.

Failure to Collect. If Contractor fails to pick up any collection within 24 hours of having been requested to do so by the City, the City may do so and charge the Contractor the actual cost (equipment hours, man hours, employee benefits, and dumping fees) plus 100% administrative oversight fee to be deducted from payments due the Contractor from the City.

Failure to Pick-up Dumpster. If Contractor fails to pick up a dumpster within 72 hours of having been requested to do so by the City, a penalty of \$100.00 per day per dumpster shall be assessed to the Contractor. The amount shall be deducted from payments due the Contractor from the City.

Spills. If any Contractor vehicle leaks gasoline, diesel fuel and/or hydraulic fluids or otherwise causes a spill in the public right-of-way requiring response and clean-up by the City, charge the Contractor the actual cost (equipment hours, man hours, employee benefits, and disposal fees) plus 100% administrative oversight fee to be deducted from payments due the Contractor from the City.

Vehicle Deficiencies: If the Contractor fails to replace or repair a vehicle deficiency within 14 days of being notified to do so a penalty of \$100.00 per day per defective vehicle shall be assessed to the Contractor commencing on the 15th day after the notice of deficiency. The amount shall be deducted from payments due the Contractor from the City.

Uncollectibles: The Contractor shall not be required to collect refuse determined to be uncollectible or from a container determined by the Public Works Foreman to be nonconforming or in such a condition that it is uncollectible. Anytime a container or any refuse or yard waste is not collected because of non-conformance, it shall be tagged by the Contractor with City-approved tags, indicating on the tag/sticker the reason the collection was not made. The Contractor shall notify the Public Works Foreman within one (1) hour of the time that the collection is not made. If the City is not notified within one hour, the Contractor shall, upon notification by the City, return to the site and collect the waste at the Contractor's own expense. If the Contractor fails to return to the site and collect the waste within 24 hours, the City may collect the refuse and deduct the City's actual cost plus 100% from payments due the Contractor by the City. In addition, the City may assess a liquidated administrative damage fee equal to \$50.00 for each day that complaint is not resolved by 12:00 noon of the next day.

PRIVATE AGREEMENTS:

The Contractor, at its option, may privately contract with firms, individuals, or agencies for collection service beyond the scope of this contract, subject to any regulations governing private collectors generally, and provided that such operations shall not interfere with the satisfactory performance of the work required by the contract as determined by the City. Nothing in the contract shall be construed to mean that any business, apartment complex, or industrial establishment must use the Contractor's services.

No refuse being collected under private contract with the Contractor from commercial or industrial properties or any properties not specifically delineated in the contract may be placed in, mixed with, and/or transported in the same vehicles, which are being employed to carry out the tasks outlined in the contract.

REPORTS PROVIDED MONTHLY TO CITY:

Contractor will provide to the city 1) a report of the tonnage of refuse, yard waste, recyclables and bulk items collected and disposed of each month and 2) a report of complaints by type (i.e. refuse, yard waste, recyclables, missed pick-ups, etc.) and complaint resolution.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid/Quotation in that the City is seeking a solution, not a bid/quotation for the lowest price. As such, the lowest proposed cost does not necessarily guarantee an award recommendation. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor meets the desired requirements and needs of the City. A contract will be awarded to a qualified vendor submitting the best proposal. The City reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

Do not assume the City has any knowledge about your organization and the services you have to offer, nor should you assume the City will conduct any preliminary research into your organization.

It is the proposer's responsibility to completely and thoroughly document its proposal.

All proposals will be thoroughly reviewed. However, this is a competitive process, and only select proposals will receive further consideration.

The City Clerk will notify selected vendors of oral interview dates and times.

The City reserves the right to cancel this RFP without prior notice, reject any and all proposals, make an award based directly on the proposals, interview select proposers, or negotiate further with one or more companies submitting proposals.

DOCUMENTS TO BE INCLUDED IN PROPOSAL

Bidder Information Form
Experience & Qualifications
Hold Harmless & Indemnity
Non-Iran Linked Business Certification
Non-Collusion Affidavit
Equipment Listing
Similar Contracts/References
Disposal Sites

Confidential Pricing Form

BIDDER INFORMATION FORM

ALL Required Bid Forms must be completed and returned with your proposal in a separately sealed & confidential labeled envelope.

The undersigned hereby declares the instructions and specifications have been carefully examined and that REFUSE, RECYCLABLES AND YARD WASTE COLLECTION will be furnished for the prices set forth in this proposal. The City reserves the right to reject all proposals, negotiate terms, conditions and/or fees and select the proposal that best meets the needs of the City.

It is understood and agreed that all prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award of the proposal and that, if chosen the successful contractor, the prices will remain firm for the period included within the proposal.

How did you receive notification of this proposal? _____

I hereby state that I have read, understand, and agree to be bound by all the terms of this proposal.

Company _____

Address _____

City/State/Zip _____

Representative/Title _____

Telephone _____

E-Mail Address _____

Signature _____ Date _____

Proposal must be submitted in a sealed envelope (***NO*** fax submissions will be accepted) or other form of sealed packaging and labeled with the following information:

PROPOSAL – Refuse, Recyclables & Yard Waste Collection

Name of Company

Date Due: Tuesday, April 9, 2024 at 2:30 pm.

Your schedule of fees (1 copy) must be submitted in a *separate* sealed envelope and labeled with the following information:

SCHEDULE OF FEES - Refuse, Recyclables & Yard Waste Collection

Name of Company

Date Due: Tuesday, April 9, 2024 at 2:30 pm.

EXPERIENCE & QUALIFICATIONS

Proposing on this contract shall be limited to individuals, partnerships, and corporations actively engaged in the provision of refuse, recyclables and yard waste collection and disposal. Proposers shall demonstrate competence, experience, and financial capability to carry out the terms of the contract. The City will require proof of these qualifications. The Proposer shall include any information pertinent to aiding the City in determining abilities of Proposer.

HOLD HARMLESS & INDEMNITY

To the fullest extent permitted by law, the contractor expressly agrees to indemnify and hold the city of Algonac (City), its elected and appointed officials, employees and volunteers and others working on behalf of the City, harmless and against all loss, bodily injury, sickness, disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons or any damage or destruction of any property, including the loss thereof, based on any act or omission, negligent or otherwise, of contractor or anyone acting in its behalf in connection with or incident to this contract or work to be performed hereunder, except that the contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City’s sole negligence; and the contractor shall, at its own cost and expense, defend any such claim and any suit, action or proceeding which may be commenced hereunder, and the contractor shall pay any and all judgements which may be recovered in any such suit, action or proceeding, and any and all expense, including but not limited to costs, attorney fees and settlement expenses which may be incurred therein.

Company Name	
Authorized Representative	
Signature	
Date	

NON-IRAN LINKED BUSINESS CERTIFICATION

By signing below, I certify and agree on behalf of myself and the company submitted this bid the following (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an “Iran Linked Business,” as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further information requested by the City in this regard.

Company Name	
Authorized Representative	
Signature	
Date	

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. The bidder further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT, dated this _____ day of _____, 2024.

Name - Printed

Title

Signature

ACKNOWLEDGEMENT

STATE OF MICHIGAN
ss
COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct. Subscribed and sworn to me this _____ day of _____, 2024.

Notary Public Signature
_____, County, MI

My Commission Expires: _____

SIMILAR CONTRACTS/REFERENCES

List names, addresses, email addresses and telephone numbers for at least three (3) references of similar contracts performed by the proposer during the previous ten-year period. References will be checked before a final determination is made. Past performance will be a factor in the final selection of a proposal, including an investigation of references and possible site visits of the proposer's current facility.

DISPOSAL SITES

COMPOST SITE

Provide substantial evidence and information regarding the location of the compost site proposed to be utilized, including its principal owners and a descriptive explanation of the contractual relationship between the proposer and the compost site. Describe requirements of the compost site for acceptance of yard waste, i.e. paper yard waste bags, branches, wood chips, etc.

MATERIALS RECOVERY FACILITY

Provide substantial evidence and information regarding the location of the materials recovery facility (MRF) site proposed to be utilized, including its principal owners and a descriptive explanation of the contractual relationship between the proposer and the MRF. Describe requirements of the MRF for acceptance of recyclable materials and the process of how the recyclable materials are recycled.

SOLID WASTE DISPOSAL SITE

Provide substantial evidence and information regarding the location of the solid waste disposal site proposed to be utilized, including its principal owners and a descriptive explanation of contractual relationship between the proposer and the solid waste disposal site, i.e. landfill, incinerator, transfer station.