

**REQUEST FOR PROPOSALS**  
For  
Solid Waste Disposal and Recycling Services  
in Downtown Allegan

**City of Allegan, Michigan**

Date Issued: September 10th, 2021

Proposal Due Date: October 15th, 2021

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## Purpose

The intent and purpose of this Request for Proposal is to establish a contract for Solid Waste Disposal and Recycling Services within a downtown district of the City of Allegan (the "City") in order to ensure a well-planned, habitable and welcoming community.

## Refuse Program Background

City of Allegan staff, appointed and elected officials, and engaged community members and business owners have been working collaboratively towards a cohesive downtown refuse program within a designated downtown district. Please see Attachment B for a map of this district. This boundary captures Downtown Allegan's commercial core. The program has been created in order to help remove privately owned dumpsters and curbside cans on public property, as well as create a less-cluttered streetscape.

The City of Allegan has chosen to pursue a program that would include five (5) 6-cubic yard refuse dumpsters and four (4) 6-cubic yard recyclable paper and cardboard dumpsters placed strategically around the established district. Please see Attachment C for a map of the intended dumpster locations. These receptacles will need to be picked up three times per week in order to properly accommodate the waste generated by downtown businesses, residents, and visitors.

## Scope of Services

The City of Allegan is seeking a qualified municipal solid waste hauler that will provide reliable **refuse pick-up three times per week at the designated dumpster locations**. These pickups will need to occur on a **regularly set schedule** that can be negotiated with the City.

The selected hauler will be responsible for the following items:

- (1) Having access to a solid waste disposal location.
- (2) Providing and maintaining all labor, equipment, including refuse receptacles, materials, tools, insurance, permits, supervision, and all items necessary to collect, deliver, and dispose/process the designated solid waste in accordance with all applicable local, state, and federal requirements.
- (3) Opening and closing each dumpster enclosure where present.

The initial collection contract is anticipated to begin on January 3<sup>rd</sup>, 2022. Prospective haulers must bid for a five-year contract, through December 31, 2026.

# **Non-Negotiable Service Items**

## **SERVICE STANDARDS**

The selected hauler shall provide complete service for the route each day as scheduled. The selected hauler shall finish commencing collection prior to 8:00am.

The selected hauler shall pick-up all blown, littered and broken materials occurring at the point of collection. Each vehicle shall be equipped with a broom and shovel for use in cleaning up any spilled debris or materials from city streets, sidewalks, or surrounding properties when said spillage is caused by the selected hauler. The selected hauler shall exercise care in the handling of dumpsters, making certain that dumpsters are emptied completely, turned upside down, and placed in their enclosures. Care shall be taken to prevent damage to the dumpsters, their enclosures, and surrounding property.

Adverse weather shall not be considered reason for not providing services unless approved by the City Manager or their designee.

Delayed pick up due to holidays will follow provider schedule.

The selected hauler shall assign a qualified person or persons to oversee its performance of this Contract and shall advise the City of such persons in advance and when changes occur.

All persons employed by the selected hauler shall be competent, skilled, and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude towards the public at all times.

At no time shall the selected hauler's employees solicit or request gratuities of any kind. The selected hauler shall direct its employees to avoid loud or profane language at all times during the performance of their duties. Any employee of the selected hauler who engages in misconduct, is incompetent or negligent in the proper performance of their duties, is dishonest, is disorderly, is intoxicated, or is discourteous shall be subject to discharge by the selected hauler. The City may request the dismissal or removal from the contract of any employee of the selected hauler who violates the provisions hereto.

## **VEHICLES AND EQUIPMENT**

The selected hauler 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 selected hauler shall be kept and maintained in sanitary condition and in good repair. Vehicles, equipment, and facilities shall be subject to inspection for safety, sanitation, repair, and appearance and subject to approval or rejection by the City at any time. Employees driving the selected hauler'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 selected hauler shall not use the City's name or other words or imply municipal ownership on stationary, vehicles, or equipment, except for a sign on vehicles designating that the selected hauler is an official City Contractor.

All vehicles and equipment used in collection and transportation of solid waste within the City shall be of sufficient size, capacity, and number to adequately and efficiently collect solid waste in accordance with the terms of this contract.

#### **BASIS AND METHOD OF PAYMENT**

The City shall pay the selected hauler for services rendered under the terms of the Contract. After completion of the work at an agreed upon interval, the City agrees to pay after receipt and approval of an itemized billing statement.

#### **ACCESS**

If access to the dumpster becomes inaccessible, the hauler will be required to notify the City of this occurrence and will be required to work with the City in order to arrange an alternative pick-up.

#### **HAULING**

All solid waste hauled by the selected hauler shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented.

#### **STORMS AND OTHER DISASTERS**

In case of a storm or other disaster, the City may grant the selected hauler reasonable variance from regular schedules and routes. As soon as practicable after such a storm or disaster, the selected hauler shall advise the City of the estimated time required before regular schedules and routes can be resumed.

#### **INFRASTRUCTURE RENOVATION/STREETS BLOCKED BY CONSTRUCTION**

Periodically, major renovation is necessary to maintain the infrastructure of the City. This encompasses activities including replacing gas, water, and sewer lines; surfacing or resurfacing streets; and replacing wiring for telephone, electricity, or cable television.

If the City is notified in advance of these activities, the selected hauler will be notified. However, it is not uncommon for work to be initiated without prior notification. Alternate sanitation service must be provided during this period of disruption. No additional fees shall be payable for services provided under these conditions.

#### **CONTRACT TERMINATION**

Either party may terminate the contract with a 180-day notice without cause.

# Submission

## **ISSUING OFFICE**

This RFP is issued by the City. Please address your questions to the following City representative:

Joel Dye  
City Manager  
231 Trowbridge Street  
Allegan, MI 49010  
[jdye@cityofallegan.org](mailto:jdye@cityofallegan.org)

## **PROPOSALS**

To be considered, prospective haulers must submit a complete response to this RFP in accordance with the submission requirements and forms. The General Information Form must be signed by an official authorized to bind the Vendor to their provisions. The RFP response must include a statement from the Vendor as to the period during which its proposal will remain in effect. This period must be at least 120 days from the due date of submission of the proposal.

No proposal will be permitted to be withdrawn after it has been submitted and opened, except as provided by law.

Vendors must respond to this RFP using the format and forms provided in the RFP. Failure to conform to the specifications will be considered non-responsive and may result in disqualification. Any deviation from the scope of work must be noted in this proposal.

## **PROPOSAL RESPONSE DATE**

Sealed proposals need to be received by October 15th, 2021 at 5:00pm. Prospective haulers must submit one paper copy, as well as a digital copy on a flash drive to the address below:

City of Allegan  
231 Trowbridge Street  
Allegan, MI 49010

Please clearly mark the envelope with "Solid Waste Disposal and Recycling Services."

## **INCURRING COSTS**

The City is not liable for any costs incurred by prospective haulers prior to the signing of a contract.

### **CONTRACT AWARD**

Contract negotiations will be undertaken with the prospective hauler whose proposal show them, in the subject opinion of the City, to be the most qualified, responsible, and capable of implementing the project at a reasonable cost. The contract agreements entered into will be that which are most advantageous to City.

### **VENDOR'S LIABILITY AND NON-DISCRIMINATION**

The selected hauler will provide and maintain public liability, property damage, motor vehicle liability and workers' compensation insurance insuring, as they may appear, the interest of all parties to any agreement that results from this RFP. The selected hauler is responsible for insuring that all precautions are exercised at all times for the protection of all persons and property. The selected hauler 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.

It is the policy of the City to provide fair and reasonable opportunities for participation. During the performance of the agreement, the selected hauler will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, height, weight, marital status or because a handicap that is unrelated to the person's ability to perform the duties of the nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. The selected hauler also agrees 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.

### **DISCLAIMER**

The issuance of this RFP, selection of a hauler, approval of contractual agreements. or completion of the project does not in any way assure or imply any kind of legal preference in contested cases before a legislative, judicial, or regulatory body.

### **DISCLOSURE**

All supporting documentation shall become the property of the City unless requested otherwise at the time of submission. The Michigan Freedom of Information Act requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act. Therefore, confidentiality of information submitted in response to this RFP is not assured.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

### **ACCEPTANCE AND REJECTION OF PROPOSALS**

The City reserves the right to reject any or all proposals. Proposals may be rejected in the case of omission, alteration of forms, additions or conditions not called for, unauthorized alternate

proposals, incomplete proposals, erasures, or irregularities of any kind.

The City reserves the right to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City.

**INTERPRETATION, CORRECTIONS, AND CHANGES**

All questions and/or requests for clarification shall be in writing. Furthermore, no oral interpretation, instruction, or information concerning the RFP given by any employee or agent of the City shall be binding. The City will not be responsible for any explanation or interpretation of the RFP unless it is in accordance with the written procedure.

**COMPLIANCE**

All prospective haulers shall inform themselves of and comply with all pertinent City regulations and ordinances, State and Federal laws, licenses and tax liability which may in any manner affect their proposals and execution of the work.

**NEWS RELEASES**

News releases pertaining to this RFP or the service to which it relates will not be made without prior approval from the City and then only in coordination with the Department of Public Works and the City Manager's Office.

**HOLD HARMLESS**

To the fullest extent permitted by law, the selected hauler agrees to defend, pay in behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers, and others working in behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith and for any damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers, or others working in behalf of the City by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

**COMMERCIAL DRIVERS LICENSES**

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

**DISPUTE RESOLUTION**

The successful contractor must recognize that it is in the benefit of the parties that the contractual relationship exists harmoniously. To the extent it is possible, disputes arising out of the agreement are to be resolved through discussions and negotiations by the parties.

**ARBITRATION**

The successful hauler must agree to submit to arbitration for all claims, counterclaims, disputes, and other matters in question arising out of or relating to this agreement or the breach thereof. The selected hauler's agreement to arbitrate shall be specifically



enforceable under the prevailing law of the State of Michigan of any court having jurisdiction to hear such matters. The selected hauler's obligation to submit to such arbitration shall be subject to the following provisions:

- Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be 14 calendar days from the date the party demanding the arbitration knows or should have known the facts giving rise to the claim, dispute, or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
- Within 14 calendar days from the date demanded for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person and the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
- The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
- The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

### **INSURANCE REQUIREMENTS**

The selected hauler shall not commence work under this contract until evidence of the required insurance has been procured and provided as detailed under this section. All coverages shall be placed with companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carries acceptable to the City. A new certificate of insurance shall be provided to the City each year at the time of policy renewal.

The selected hauler shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the selected hauler to maintain the required insurance shall be grounds for contract cancellation.

The selected hauler shall maintain the following insurance coverages for the duration of the contract:

- **Workers' Compensation Insurance:** The selected hauler shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan. Workers' Compensation Insurance must be accompanied by an endorsement stating that the selected hauler understands and agrees that 60 days advance written notice of cancellation, non-renewable, reduction or material

change in the insurance shall be sent to the address on file for the City of Allegan.

- **Commercial General Liability Insurance:** The selected hauler shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence for personal injury, bodily injury and property damage. Coverage shall include the following extensions: Contractual liability, products and completed operations liability, independent contractors coverage, broad form general liability extensions or equivalent, deletion of all explosion, collapse and underground exclusions, if applicable. The Commercial General Liability Insurance shall include an endorsement stating that all elected and appointed officials, including employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, of the City of Allegan will be additional insureds. The coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether other available coverage be primary, contributing or excess. Commercial General Liability Insurance must be accompanied by an endorsement stating that the selected hauler understands and agrees that 60 days advance written notice of cancellation, non-renewable, reduction or material change in the insurance shall be sent to the address on file for the City of Allegan.
- **Motor Vehicle Liability:** The selected hauler shall procure and maintain, during the life of this contract, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$5,000,000 per occurrence combined with single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The Motor Vehicle Liability Insurance shall include an endorsement stating that all elected and appointed officials, including employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, of the City of Allegan will be additional insureds. The coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether other available coverage be primary, contributing or excess. Motor Vehicle Liability Insurance must be accompanied by an endorsement stating that the selected hauler understands and agrees that 60 days advance written notice of cancellation, non-renewable, reduction or material change in the insurance shall be sent to the address on file for the City of Allegan.

# Proposal Evaluation Timeline And Selection Process

## **ESTIMATED RFP TIMELINE**

The following is an estimated timeline for reviewing proposals and selecting a hauler:

- RFP is released — September 10th, 2021
- Proposals are due — October 15th, 2021
- City recommends hauler for City Council consideration — November 8<sup>th</sup>, 2021
- Consideration by City Council — November 22<sup>nd</sup>, 2021
- Begin Contracted Operations — January 3<sup>rd</sup>, 2022

## **ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal of the selected hauler will become contractual obligations with the proposals attached by reference to the final contract documents. Failure of the selected hauler to accept these obligations may result in the cancellation of the award.

## **VENDOR EXCEPTIONS TO THE RFP AND CONTRACT REQUIREMENTS**

All aspects of the RFP and the contract terms contained in it are binding to the selected hauler and its proposal. Prospective haulers must call out any desired exceptions to the specific requirements of the RFP and the contract terms in their Proposal at the time of their submittal so that the request can be considered in the selection process. These exceptions are required to be noted in the proposal. The City will not be obligated to consider any requests for exceptions to specific requirements of the RFP and the proposed contracts made by the selected hauler after the due date for the proposals.

## **EXCLUSIONARY CRITERIA AND PROPOSAL ELIMINATION**

Submitted proposals will be subjected to the following listed exclusionary criteria. Those proposals failing to meet any or all of these criteria will be excluded from further consideration.

- Submitted after deadline for proposals
- Did not provide all required information or required number of copies
- No signature on binding general information sheet

## **EVALUATION CRITERIA AND CONTRACTOR SELECTION**

Proposals not excluded will then receive a separate and more comprehensive evaluation of their complete proposal. The City has a strong interest in selecting a hauler that not only presents a cost-effective proposal, but one that demonstrates high quality. The criteria described below will inform the evaluation and scoring process. The criteria to be considered include, but is not limited to:

- Experience/Strength of Operations & Customer Service
- Cost Effectiveness of Financial Proposal
- Promotes clean environment & energy efficiency

### **EXPERIENCE/STRENGTH OF OPERATIONS & CUSTOMER SERVICE CRITERIA AND CONTRACTOR SELECTION**

The City will consider the experience and strength of operation aspects of each prospective hauler's proposed services, with an emphasis on exemplary customer service. The experience and strength of operations of each will be evaluated in terms of demonstrated performance to determine the relative ability of each prospective hauler to implement the program elements described in this RFP. The City is seeking to identify a hauler with demonstrated commitment to high performance and quality management. All proposals will be evaluated by criteria that will include but are not limited to:

- Demonstrated expertise in implementing customer service programs, including the development and use of complaint handling procedures, performance measures, and benchmarking
- Previous experience in successfully designing and implementing transition plans from subscription collection service as required for program startup
- Demonstrated expertise in using data management systems to assure accurate data collection, analysis, and regular reporting to the public agency

### **FINANCIAL CRITERIA AND CONTRACTOR SELECTION**

In evaluating cost structures submitted by prospective haulers, the City will compile and analyze the financial and performance inputs provided in each Cost Proposal. The City will consider the prospective hauler's proposed direct cost for providing the services requested along with a balance of system costs and external costs in determining which prospective hauler best meets the financial need of the City. All proposals will be evaluated by criteria that will include but are not limited to:

- Verification that the proposed costs are consistent with the activities described in the proposal and the prospective hauler's operations and maintenance plans
- The unit costs quoted by the prospective hauler for each service type
- Appropriateness of the basis for unit cost escalation
- Financial sensitivity to changes in service

### **ENERGY-EFFICIENCY CRITERIA AND CONTRACTOR SELECTION**

The City will give preference to prospective haulers who identify, recommend, and use as many environmentally responsible practices as possible and feasible to the benefit of the City and its residents. These practices should include, but are not limited to:

- Investment in cleaner technologies, materials, and equipment to reduce air pollution
- Dual fuel equipment
- Energy use and conservation practices

- Use of renewable resources

**INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the prospective hauler is required to certify and in the case of a joint proposal, each party is required to certify as to its own organization, that in connection with this proposal:

- The costs in the proposal 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 prospective hauler or with any competitor.
- Unless otherwise required by law, the costs, which have been quoted in the proposal, have not been knowingly disclosed by the prospective hauler and will not knowingly be disclosed by the prospective hauler prior to the award directly or indirectly to any other prospective hauler or to any other competitor.

# SUBMISSION MATERIALS

Prospective haulers will submit a proposal package consists of the following:

- Cover Letter
- Proposal Summary
- Solid Waste Disposal Services Cost Proposal
- Solid Waste Collection Services Proposal
- Additional Information or Exceptions, If Applicable=

## **PROPOSAL SUMMARY EXPLANATION**

The Proposal Summary section is intended to serve as the document which proposal evaluators can use to quickly understand technical, business, and cost aspects of the proposal. The items listed in the following subsections are required elements of the Proposal Summary.

- **Proposal Authorization Signature:** The General Information Form must be signed by an officer of the proposing organization empowered to sign a document that commits the prospective hauler to the obligations in the proposal.
- **Introduction to Proposal:** Proposers should provide an overview of their proposal, including a brief summary of the prospective hauler, their services, corporate ownership, resources, track record, and ability to meet the needs of the City as expressed in this RFP.

## **SOLID WASTE DISPOSAL SERVICES COST PROPOSAL**

Each prospective hauler shall submit a cost proposal that includes all cost information as identified and describes below.

- Price quotes per year, outlining the full contract cost as well as a breakdown of cost per dumpster.
- Escalation factor.

## **SOLID WASTE COLLECTION SERVICES PROPOSAL**

Prospective haulers should provide a condensed description of the proposed collection services. The City will place significant emphasis on the proposed work plan during the evaluation process. At a minimum, the prospective hauler should include the following items listed below in the work plan.

- **Transition Plan:** A detailed plan specifying implementation schedules and tasks, including but not limited to: how the prospective hauler will transfer current collection services to the refuse program as detailed in this contract, and delivery of dumpsters

to locations specified by the City. In developing the transition plan, prospective haulers should consider that the City strongly seeks to reduce disruption to customers during the transition period and minimize change in collection days.

- **Customer Service Plan:** A detailed plan that specifies customer service operations, including but not limited to: Customer communications program with the City, customer inquiry/complaint processing systems, ongoing distribution procedures for additional containers.
- **Collection Operations Plan:** A detailed plan that presents the specific collection programs that will be implemented, including but not limited to: Vehicle and container maintenance program, including response/replacement/repair times for vehicles on route, staffing requirements, office and operations yard location, the method of collection, hazardous waste management protocol, health and safety management procedures, additional material that the prospective hauler feels is required to ensure a smooth transition and superior program performance.

ATTACHMENT A

## General Information Form

To be completed and returned alongside other submission materials

Questions: All inquiries regarding this request for proposals should be directed to Joel Dye, City Manager, at (269) 673-5511 or [jdye@cityofallegan.org](mailto:jdye@cityofallegan.org).

Due Date: Sealed proposals will be received until October 15th, 2021 at 5:00pm. Failure to submit proposals to the correct location by the designated date and time will result in disqualification.

Address: Proposals should be mailed or hand delivered to the City of Allegan, City Manager's Office at 231 Trowbridge Street, Allegan, MI 49010. Please clearly mark the envelope with "Solid Waste Disposal and Recycling Services."

### COMPANY INFORMATION:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Ph.: \_\_\_\_\_ Email: \_\_\_\_\_

Federal Taxpayer Number: \_\_\_\_\_

### CONTACT INFORMATION

Name: \_\_\_\_\_

Ph.: \_\_\_\_\_ Email: \_\_\_\_\_

### AFFIDAVIT

The below signed agrees to honor the provisions stated in the submitted proposal for at least 120 days from the due date of submission of the proposal.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



ATTACHMENT B – DISTRICT BOUNDARY



ATTACHMENT C – POTENTIAL DUMPSTER LOCATIONS



**End of RFP**