REQUEST FOR PROPOSALS

RECYCLING DROP-OFF SERVICES

Otsego County
BID 2019-01
Gaylord, Michigan

Issued by: Rachel Frisch, CPA, Administrator
225 W. Main Street, Room 203
Gaylord, Michigan 49735
Tel: (989) 731-7520
Fax: (989) 731-7529
Email: rfrisch@otsegocountymi.gov

Issued Date: January 11, 2019
Part 1: RFP Purpose

The purpose of this Request for Proposal (RFP) is to receive proposals for selection of contractor(s) to provide the hauling and processing of recyclable materials for Otsego County’s Recycling Drop-off Program for a 4-year term, April 1, 2019 – March 31, 2023. The bids will have breakdowns by load and volume, and there will be a not-exceed-cost provided for each service. This bid document will allow for bidding on hauling and processing separately.

The County has identified two Materials Recovery Facilities within the area: Emmet County Recycling Center at 7363 Pleasantview Road, Harbor Springs 49740 and the American Waste Recycling Facility at 280 Hughes Road, Traverse City 49686. These are the only two MRFs allowed to bid on the processing component of the RFP.

This RFP does not constitute a contract for services performed or to be performed. After selection of the successful firm (referred to as the contractor), Otsego County and the contractor will negotiate a contract and a complete scope of services.

All proposals submitted become the property of Otsego County and will not be returned. The County is not responsible for any costs incurred by the respondent in proposal preparation, presentations, site visits, or benchmarks performed.

Part 2: Definitions

“Dual Stream” shall mean a recycling process that allows for recyclable materials to be collected in two streams, typically fiber (newspaper, magazines and catalogs, mixed paper, cardboard, etc.) and commingled containers (plastic, glass, metal, and sometimes aseptic containers).

“Materials Recovery Facility (MRF)” shall mean a recycling facility that sorts and processes collected mixed recyclables into individual streams for market. For purposes of this RFI the Materials Recovery Facility must be a “clean” facility, meaning the recyclable materials have already been separated at the source from municipal solid waste generated by either residential or commercial sources.

“Recyclable Materials (Recyclables)” shall mean materials that are capable of being recycled and would otherwise be processed or disposed of as solid waste.

“Single Stream” shall mean a recycling process that allows for Recyclable Materials to be collected commingled with no sorting required by residents, businesses or haulers.

Part 3: Background

The County of Otsego created a recycling program after passing a millage in November 2012 which established a drop-off recycling program with drop-off collection containers (bins) in five locations around Otsego County. The preference of the County is for an MRF that
accepts single stream recyclable materials, with the secondary preference to be for an MRF that accepts dual stream recyclable materials. The intent is for Otsego County’s Drop-off Recycling Program to accept corrugated cardboard and boxboard, aseptic packaging/cartons, newspapers/magazine, office paper, plastics including bags and films, tin/aluminum, and glass at a minimum.

An Overview Map of the County can be found in Appendix A.

Otsego County has a population of 24,164. See Appendix B for a map showing the population by municipality.

The following are the existing recycling bin locations (also see Appendix C for map and aerial photos). Please note that the locations may change during the life of the program. The County may relocate sites within a five (5) mile radius of the listed site location without incurring additional cost.

Site 1: OTSEGO RECYCLING WEST: 71 Hayes Tower Road; West of Gaylord, MI; 550’ South of the Hayes Township Hall
Site 2: OTSEGO RECYCLING NORTH: 621 Garfield St, Vanderbilt, MI; Northeast of the Village Hall, and Northeast of the intersection of Garfield and Elm Streets.
Site 3: OTSEGO RECYCLING CENTRAL: 931 South Otsego Avenue in Gaylord.
Site 4: OTSEGO RECYCLING SOUTH: 247 Old State Road; across from the Otsego Lake Township Cemetery near Waters, MI; ½ mile East of the intersection of Old 27 South and Old State Road.
Site 5: OTSEGO RECYCLNG EAST: 2932 Rock Road, Johannesburg; at the Charlton-Chester-Dover Transfer Station at the corner of M-32 East and Rock Road.

Part 4: Proposal Instructions

- **Submission Instructions.** Submit three original proposals in a sealed package to this address:

  Rachel Frisch, CPA, Otsego County Administrator
  225 W. Main Street, Room 203
  Gaylord, Michigan 49735

  Mark the outside of the bid envelopes with the following: BID 2019-01. The bidder must provide three (3) copies of their bid proposal. Bidders must include the attached Bid form (Appendix D) for their costs.

- **Deadline.** Proposals must be received at the location stated above no later than Noon local time on Friday, February 15, 2019. Proposals received after the deadline will not be accepted. There will be a public bid opening at 1:30 pm on February 15 in Room 100 of the County Building at 225 W. Main Street, Gaylord, MI.
Proposal Acceptance and Rejection. The County reserves the right to accept, reject or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures and to accept any bid determined by the County to be in the best interest of the County, regardless of price.

Local vendors receive a 5% cost variance for low bid determination.

A “local vendor” is defined as a business that has had a fixed office or distribution point located in and having a street address within the county for at least six months immediately prior to the issuance of the request for competitive bids (post office boxes do not qualify as a business address). In addition, the business must employ at least one full-time or two part-time employees whose primary residence is located within Otsego County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence(s) is located within Otsego County.

Questions. If you have any questions about this RFP or the proposal procedures, submit them in writing or by fax by the question deadline of February 4 at noon. Questions received after this deadline will not be considered. All questions received before the deadline will be answered in writing and posted on the County’s website at http://www.otsegocountymi.gov/bids-and-proposals-192/.

Direct questions about RFP to the following person:

Rachel Frisch, CPA
225 W. Main Street, Room 203
Gaylord, MI 49735
Tel: (989) 731-7520
Fax: (989) 731-7529
Email: rfrisch@otsegocountymi.gov

Part 5: Scope of Work

The County’s intent is to continue its recycling drop-off program with minimal or no disruption. The County current contracts with Emmet County for its recycling program; that contract expires on March 31, 2019. All work performed as part of this contract, including the provision of recycling bins, must be available and operational by April 1, with no gap in service.

The County’s preference is to award the bid to a company who can perform both hauling and recycling processing services. However, the County is also accepting bids for hauling and processing services separately. The County will select which option best meets the needs of the Otsego County Recycling Program based on both level of service provided and cost factors.
HAULING SERVICES

All costs submitted must be on Otsego County’s attached bid form, Appendix D.

The only two companies that Otsego County is considering for the processing/MRF services is Emmet County at their Recycling Center at 7363 Pleasantview Road, Harbor Springs 49740 and American Waste at their Recycling Facility at 280 Hughes Road, Traverse City 49686.

The County is seeking firm transportation costs from each drop-off site to either of the two above listed processing facilities. Hauling bidders should do one set of costs for transportation of materials to each of the above processing locations.

The Contractor must provide trucks which are compatible with recycling bins provided by both Emmet County and American Waste. The Contractor (bidder) is responsible for any modification needed for their trucks to meet this requirement.

The Contractor shall service the recycling collection containers at each collection site often enough that recycling capacity is available at all times. A schedule for pulls from each collection site shall be established and kept updated for use by the County. The schedule of pulls shall vary by season and by site usage and will need to be updated from time to time. There may be, during peak event periods, including weekends and holidays, the need for on-demand service to deal with heavy usage. The objective is to service containers when nearly full, avoid overfilling/site spillage and have nearly empty containers at the beginning of peak usage times (weekends and holidays). It is expected that at least a core schedule will concentrate on the Fridays and Mondays that bracket expected heavy weekend and holiday use at the sites that receive the heaviest use. Contractor (bidder) must respond to a request for service from a site host within 24 hours and adjust their pickup schedule accordingly if containers repeatedly fill up prior to servicing.

The Contractor shall carry out the work in continuous liaison with the County through the County Administrator or his/her designee.

The existing number of bins per site are:

- **Site 1:** OTSEGO RECYCLING WEST: **2 bins** (1 paper/cardboard, 1 containers)
- **Site 2:** OTSEGO RECYCLING NORTH: **2 bins** (1 paper/cardboard, 1 containers)
- **Site 3:** OTSEGO RECYCLING CENTRAL: **4 bins** (2 paper/cardboard, 2 containers)
- **Site 4:** OTSEGO RECYCLING SOUTH: **2 bins** (1 paper/cardboard, 1 containers)
- **Site 5:** OTSEGO RECYCLNG EAST: **2 bins** (1 paper/cardboard, 1 containers)

Each bin listed above is a 30-cubic yard recycling roll-off type bin.

The hauler shall provide the following services:

- Provide hauling of recycling bins on an as-needed basis to keep capacity at the five recycling sites listed in Part 3.
• Contractor will house two replacement recycling bins provided to the Contractor, at no cost to the Contractor, at their facilities to be used as replacement bins as filled bins are transported to the processing facilities.

• Contractor will provide an updated schedule for pulls (hauling) to the County.

• Contractor will ensure that there is always available capacity for all material types at each recycling drop-off site.

• Contractor will ensure that no trash or recyclable materials are left on the ground when servicing the recycling sites.

• Provide monthly reports accompanied with the Contractor’s invoice, on materials collections by site, including data on each pull (date, time, collection site, container type, volume, weight). The monthly reports shall be in a format acceptable to the County.

Otsego County shall provide the following services:

• Arranging for recycling drop-off site locations.

• Education and instruction to the public on how to use the recycling bins.

• Contract with a third party to monitor the available capacity in recycling bins, monitor for trash, and to educate/instruct the public on how to use the recycling bins.

• Provide prompt payment to the Contractor within 30 days of receiving an invoice.

**RECYCLING PROCESSING SERVICES**

All costs submitted must be on Otsego County’s attached bid form, Appendix D.

The only two companies that Otsego County is considering for the processing/MRF services is Emmet County at their Recycling Center at 7363 Pleasantview Road, Harbor Springs 49740 and American Waste at their Recycling Facility at 280 Hughes Road, Traverse City 49686.

The County is seeking firm costs for processing of materials from each drop-off site listed in Part 3.

Contractor guarantees, as a condition of the Contract, that all recyclables will be processed and marketed for remanufacture or reuse. Weight tickets for each delivered container, or equivalent verification, will be required by the County upon the delivery of recyclables to a materials processor or end market.
Contractor shall provide at a minimum, the same number of bins currently used as listed in Section 5 Hauling Services, above, along with two (2) extra bins to be used as replacement bins as materials are being transported. Bins must be of a closed-top variety.

The Contractor shall carry out the work in continuous liaison with the County through the County Administrator or his/her designee.

The processor shall provide the following services:

- Provide at a minimum, the same number of bins currently used as listed in Section 5 Hauling Services, above, along with two (2) extra replacement bins for a total of fourteen (14) bins. Bins must be of a closed-top variety. The bins shall be kept in good repair and shall have a decal/signage on the outside provide by the County designating it as part of the County’s drop-off program. The Contractor shall have these bins delivered to the appropriate locations at the start of the contract, and shall pick the containers at the completion of the contract should it be necessary. An alternative configuration of bins and per-bin capacity may be considered, provided that the overall capacity meets 120 cubic yards at the Central Drop Off location and 60 cubic yards at the other four locations, and the bin configuration fits within the existing space at the recycling sites. Please include in your proposal pictures and a written description of the bins that you would intend to use.

- Provide monthly reports accompanied with the Contractor’s invoice, with data on end disposition of recyclables, volumes accepted by date, and any real or anticipated problems that should be brought to the attention of the County at any time. The monthly reports shall be in a format acceptable to the County.

- Provide appropriate processing, meaning processed and marketed for remanufacture or reuse, of all of the recyclable materials collected as part of the County’s Drop-off Recycling Program delivered to the MRF.

Otsego County shall provide the following services:

- Arranging for recycling drop-off site locations

- Education and instruction to the public on how to use the recycling bins

- Contract with a third party to monitor the available capacity in recycling bins, monitor for trash, and to educate/instruct the public on how to use the recycling bins

- Provide prompt payment to the Contractor within 30 days of receiving an invoice

Part 6: Unit Pricing

The County does not guarantee that any minimum or maximum quantity of recyclables will be generated or the amount of recyclables in any container during the Contract period.
Unit price proposal are required for services on a per ton basis with a separate cost broken out for the rental of the recycling containers as part of the processing bid. A cap is also part of the unit pricing structure that prevents the total amount the County would be paying from exceeding the amounts that are set on the cost proposal sheet – with the Contractor obligated to continue service even though the cap has been met for that contract year.

**Part 7: Cost Proposals**

To be considered, Proposers must submit a complete cost proposal response to this RFP, using the Bid Response Form provided in [Appendix D](#). The cost proposal must be signed by an official authorized to bind the vendor to their provisions. The cost proposal 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 90 days from the due date of submission of the cost proposal.

Three (3) copies of each proposal should be submitted to the County per Part 4. Proposal should be prepared simply and economically, providing a straight-forward, concise description of the vendor’s ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Vendors must respond to this RFP using the format provided by the County. Failure to conform to the specifications will be considered non-responsive and may result in disqualification.

**Part 8: Contract Costs**

Contract negotiations will be undertaken with the Proposer whose proposal shows them to be the most qualified, responsible and capable of implementing the project at a reasonable cost. The contract agreement that may be entered into will be that which is most advantageous to the County and will not necessarily be based solely on cost.

**Part 9: Relevant County Compliance with Existing Laws**

It is the policy of the County to provide fair and reasonable opportunities for participation. During the performance of the agreement, the successful Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The Vendor also agrees to comply with all applicable federal, state, and local laws in the conduct of work.

**Part 10: Contractors Liability and Performance Bond**

The selected Contractor(s) shall provide to the County, at a value equal to half (50%) the contract, a Performance Bond, Letter of Credit, or other evidence of financial responsibility satisfactory to the County and shall maintain the same in full force and effect at all times during the term of this Contract.
Part 11: Contractor Performance and Liquidated Damages

In addition to any other remedies available to the County, the County may withhold payment from the selected contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligation as determined by the County:

Hauling Services:
1. Failure to service and collect full containers within a reasonable time limit mutually acceptable to both parties - $250 per incident.
2. Failure to provide required monthly reports - $100 per incidence.
3. Failure to respond to legitimate service complaint in a reasonable, professional and timely manner - $100 per incident
4. Landfilling of Recyclables - $5,000 per incident

These amounts are liquidated damages for losses suffered by the County, and not a penalty.

Part 12: Insurance/Indemnification

The Contractor must maintain during the term of the contract the following insurance coverage, at a minimum:

Commercial General Liability Insurance in the amount of $1,000,000.00 per occurrence for property damage and bodily injury, with a $1,000,000.00 aggregate.

Worker’s Disability Compensation Insurance including employer’s liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, including Michigan no-fault coverage.

Any other Insurance that may be needed by the Contractor in order to fulfill contractual obligations.

The County shall be named as additional insured on all provided Contractor insurance policies.

The Contractor shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services or that may be sustained in or upon County premises from any actions or omissions by the Contractor. Such indemnification shall survive the termination of this Agreement.

Part 13: Selection Criteria

The County will open and review all proposals and select the proposer based on technical merit and bid price. Upon a satisfactory selection and successful negotiations, the County will initiate the contract award.
Criteria described below will be used for the purposes of evaluating the proposals. Some of these criteria will be relevant to only the hauling or processing portions of the RFP.

A. Experience and Strength of Operations
   - Experience providing trucking at a level of service similar to that proposed
   - Demonstrated experience in providing reliable service over a long-term contract
   - Capacity for ongoing coordination of service requirements on an hour by hour basis
   - References

B. Technical Criteria
   - Proposed containers, vehicles and recycling processing and marketing arrangements
   - Please include in your proposal pictures and a written description of the bins that you would intend to use.
   - Capacity and/or arrangements for timely backup service for Proposer’s vehicles
   - Capacity to receive, process and market recyclable materials

C. Financial Criteria
   - The financing capacity and strength of the Proposer
   - The unit costs and cap cost quoted by the Proposer
   - The unit cost escalation quoted by the Proposer
   - Any revenue sharing or other benefits from recycling offered by the Proposer
APPENDIX A
1. Otsego Recycling West: 71 Hayes Tower Road west of Gaylord, MI 550' south of the Hayes Township Hall.


3. Otsego Recycling Central: 931 S. Otsego Avenue in Gaylord, MI. Near the Gaylord Discovery Center.

4. Otsego Recycling South: 247 Old State Road across from the Otsego Lake Township Cemetery near Waters, MI. A half-mile east of the intersection of Old 27 South and Old State Road.

5. Otsego Recycling East: 2932 Rock Road, Johannesburg, MI at the Charlton-Chester-Dover Transfer Station at the corner of M-32 East and Rock Road.

Otsego County Recycling Drop-off Locations

Scale: 1" = 4 Miles

Otsego County Recycling Central

Scale: 1" = 100'

Date of Photography: Spring, 2010
OTSEGO COUNTY BID FORM
RECYCLING DROP-OFF SERVICES

Cost Proposal Forms and Checklist

_____ Form A: Transmittal/Certification Letter w/Signature

_____ Form B: Proposed Unit Pricing Schedule

_____ Form C: Recycling Bin Pull Schedule

_____ Form D: Proposer's Equipment Plan

_____ Form E: Proposer's Equipment Plan
OTSEGO COUNTY BID FORM
RECYCLING DROP-OFF SERVICES
FORM A: TRANSMITTAL LETTER

(Please print clearly)

COMPANY NAME: ________________________________

ADDRESS: ________________________________

_________________________________________________________________

CITY/STATE/ZIP: ________________________________

TELEPHONE: ________________________________

EMAIL: ________________________________

FAX: ________________________________

PROPOSER acknowledges receipt of the following ADDENDUM/CLARIFICATIONS (if applicable)

_________________________________________________________________

The undersigned has examined the complete Request for Proposals and its requirements contained in the solicitation for proposals of the collection, transportation, and processing of all recyclables from recycling drop-off sites and is submitting the following BID FORM in full compliance with those requirements.

The undersigned further states that this price quote is submitted in full compliance with the provisions of this RFP to which the BID FORM is a response.

Authorized Signature:

SIGNATURE: ________________________________

SIGNATORY NAME (Printed): ________________________________

TITLE: ________________________________

DATE: ________________________________
OTSEGO COUNTY BID FORM
RECYCLING DROP-OFF SERVICES
FORM B: Proposed Unit Pricing Schedule and Cost Cap

Contractors can bid on hauling and processing separately or may bid on both services.

**ONLY** Hauling Services without Processing Services Awarded:
(Cost if Contractor were only awarded Hauling Services)

Year One of a Four Year Contract:
Per pull fixed unit cost specifications for the first year for a total of five (5) sites with contractor compensation including a maximum cost per year.

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Year Two of a Four Year Contract:
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**Hauling Services with Processing Services Awarded:**
*(Cost of Hauling if Contractor were also awarded Processing Services)*

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Per pull fixed unit cost specifications for the first year for a total of five (5) sites with contractor compensation including a maximum cost per year.

<table>
<thead>
<tr>
<th>SITE</th>
<th>COST PER PULL TO AMERICAN WASTE FACILITY</th>
<th>COST PER PULL TO EMMET FACILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – WEST</td>
<td>$_____________ per Pull</td>
<td>$_____________ per Pull</td>
</tr>
<tr>
<td>2 - NORTH</td>
<td>$_____________ per Pull</td>
<td>$_____________ per Pull</td>
</tr>
<tr>
<td>3 - CENTRAL</td>
<td>$_____________ per Pull</td>
<td>$_____________ per Pull</td>
</tr>
<tr>
<td>4 - SOUTH</td>
<td>$_____________ per Pull</td>
<td>$_____________ per Pull</td>
</tr>
<tr>
<td>5 – EAST</td>
<td>$_____________ per Pull</td>
<td>$_____________ per Pull</td>
</tr>
<tr>
<td>CAP/MAX COST PER YR</td>
<td>$_____________</td>
<td>$_____________</td>
</tr>
</tbody>
</table>
**Processing Services:**
(Cost if Contractor were only awarded Processing Services without Hauling Services)

**Year One of the Four Year Contract:**
Per ton fixed unit cost specifications for the first year with contractor compensation including a maximum cost per year.

<table>
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<tr>
<th>COST PER TON</th>
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<tr>
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<tr>
<td>Monthly Rental Rate per Container</td>
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**Year Two of the Four Year Contract:**
Per ton fixed unit cost specifications for the first year with contractor compensation including a maximum cost per year.

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**Year Three of the Four Year Contract:**
Per ton fixed unit cost specifications for the first year with contractor compensation including a maximum cost per year.

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**Year Four of the Four Year Contract:**
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</tr>
</tbody>
</table>
Processing Services with Hauling Services Awarded:
(Cost of Processing Services if Contractor were also awarded Hauling Services)

Year One of the Four Year Contract:
Per ton fixed unit cost specifications for the first year with contractor compensation
including a maximum cost per year.

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Year Two of the Four Year Contract:
Per ton fixed unit cost specifications for the first year with contractor compensation
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SUMMARY OF CAP/MAX COSTS

Hauling Services only without being awarded Processing Services:
For American Waste Facility:
Year One Max/Cap Cost: $______________
Year Two Max/Cap Cost: $______________
Year Three Max/Cap Cost: $______________
Year Four Max/Cap Cost: $______________

For Emmet County Facility:
Year One Max/Cap Cost: $______________
Year Two Max/Cap Cost: $______________
Year Three Max/Cap Cost: $______________
Year Four Max/Cap Cost: $______________

Hauling Services if awarded Processing Services:
Year One Max/Cap Cost: $______________
Year Two Max/Cap Cost: $______________
Year Three Max/Cap Cost: $______________
Year Four Max/Cap Cost: $______________

Processing Services only without being awarded Hauling Services:
Year One Max/Cap Cost: $______________
Year Two Max/Cap Cost: $______________
Year Three Max/Cap Cost: $______________
Year Four Max/Cap Cost: $______________

Processing Services if awarded Hauling Services:
Year One Max/Cap Cost: $______________
Year Two Max/Cap Cost: $______________
Year Three Max/Cap Cost: $______________
Year Four Max/Cap Cost: $______________
Respondent should attach an initial Recycling Bin Pull Schedule.
OTSEGO COUNTY BID FORM
RECYCLING DROP-OFF SERVICES
FORM E: PROPOSER’S EQUIPMENT PLAN

FILL OUT RELEVANT SECTIONS

1. Describe and provide additional attached information on the Containers to be used.

2. Provide information on the vehicles to be used (make, models, # in service, age).

3. Provide information on the backup plans for collection in case of equipment failure.

4. Provide documentation on end markets that will receive recyclables.