



REQUEST FOR PROPOSALS

RECYCLING DROP-OFF SERVICES

Otsego County
Gaylord, Michigan
RE-BID 2019-01

Issued by: Rachel Frisch, CPA, Administrator
225 W. Main Street, Room 203
Gaylord, Michigan 49735
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Issued Date: March 29, 2019

Part 1: RFP Purpose

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

This RFP does not constitute a contract for services performed or to be performed. After selection of the successful bidder (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 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 an approximate population between 24,000-25,000. See **Appendix B** for a map showing the most recent official population information 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 RECYCLING 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 six (6) 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: RE-BID 2019-01. The bidder must provide six (6) copies of their bid proposal. Bidders must include the attached Bid form (Appendix D), completed.

- **Deadline.** Proposals must be received at the location stated above no later than **3:00 p.m. local time on Thursday, April 11, 2019**. Proposals received after the deadline will not be accepted. There will be a public bid opening at **10:00 a.m. on Friday, April 12, 2019** 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 **April 5 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 <https://www.otsegocountymi.gov/general-information/bids-and-proposals/>

Direct questions about RFP to the following person:

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

Contact with personnel of Otsego County other than the Administrator regarding this request for proposals may be grounds for elimination from the selection process.

Part 5: Scope of Work

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

Otsego County’s recycling program is very popular in the community, and voters recently approved an increase in the millage rate for the program. Public perception and expectation is not only to continue the successful existing recycling program, but to enhance services to the public within budgetary constraints. Program enhancements are included in this request for proposal document and are not considered to be all-inclusive.

Otsego County reserves the right to negotiate any and all terms of the contract at any time it deems necessary during the length of the contract.

HAULING SERVICES

The Contractor shall service the recycling collection containers at each collection site often enough that reasonable recycling capacity is available at all times. **Otsego County requires that any bin that is at or over 50% full at the Central Site and any bin that is at or over 75% full at the other four (4) sites will be pulled/emptied. Otsego County will monitor the capacity regularly, in cooperation with the Contractor.**

A schedule for pulls from each collection site shall be established and kept updated for use by the County. The schedule of pulls may 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 frequently enough to avoid overfilling/site spillage and to 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 must respond to a request for service from the County within 24 hours and adjust their pickup schedule accordingly if containers repeatedly fill up prior to servicing.

The Contractor shall service the recycling collection containers at each collection site according to the following schedule of frequency:

- | |
|--|
| Site 1: <u>OTSEGO RECYCLING WEST</u> : 2 Scheduled Days Per Week** |
| Site 2: <u>OTSEGO RECYCLING NORTH</u> : 2 Scheduled Days Per Week** |
| Site 3: <u>OTSEGO RECYCLING CENTRAL</u> : 4 Scheduled Days Per Week** |
| Site 4: <u>OTSEGO RECYCLING SOUTH</u> : 2 Scheduled Days Per Week** |
| Site 5: <u>OTSEGO RECYCLING EAST</u> : 2 Scheduled Days Per Week** |

**The specific days of the week will be negotiated in the contract upon selection of a Contractor, as long as the number of days per week adheres to this schedule. This schedule is considered to be a minimum. If the bins are determined to be at or over 50% full for the Central Site and at or over 75% full for the other four (4) sites on days other than the specified pull days, it is expected that the Contractor will respond to a request for service from the County within 24 hours. There shall be no cost (for hauling or for processing) charged to the County for additional bin pulls. The potential for additional pulls must be built into the not-to-exceed cap/max total.

On the scheduled days, the Contractor is expected to check the bins and pull the bins if they are at the capacity requirements. Since the Contractor is expected to respond to a request for service within 24 hours, the Contractor may choose to pull bins on scheduled days when the bins are approaching but have not yet reached the capacity requirements.

The County will set the schedule with input from the successful bidder as the County deems necessary. The County reserves the right to adjust the service schedule.

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

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

In addition to the bins listed above, Otsego County will require one (1) additional paper/cardboard bin at the OTSEGO RECYCLING WEST location, for a total of 3 bins (2 paper/cardboard, 1 containers) at that site.

Hauling services provided by the Contractor shall include:

- Provide hauling of recycling bins according to the schedule frequency above, plus on an as-needed basis to keep capacity at the five recycling sites within the requirements listed in Part 5.
- Contractor will house additional replacement bins to provide a minimum of 60 cubic yards of recycling 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 of all undisputed amounts due within 30 days of receiving an invoice.

RECYCLING PROCESSING SERVICES

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 bin capacity currently used as listed in Section 5 Hauling Services, above, including the additional paper/cardboard bin that will be added to the West Drop Off location, along with additional replacement bins to provide a minimum of 60 cubic yards of recycling 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.

Processing services provided by the Contractor shall include:

- Provide at a minimum, the same bin capacity currently used as listed in Section 5 Hauling Services, above, including the additional paper/cardboard bin that will be added to the West Drop Off location, along with additional replacement bins to provide a minimum of 60 cubic yards of recycling for a total of fifteen (15) 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 provided 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, 90 cubic yards at the West Drop Off location, and 60 cubic yards at the other three locations, and the bin configuration fits within the existing space at the recycling sites, plus the additional replacement bins to provide a minimum of 60 cubic yards of recycling. **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 of all undisputed amounts due 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 proposals 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 Contractor to their provisions. The cost proposal must include a statement from the Contractor 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.

Six (6) 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 Contractor's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Contractors 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 Contractor 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. Otsego County reserves the right to negotiate any and all terms of the contract at any time it deems necessary during the length of the contract.

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 Contractor 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 Contractor 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 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 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, to the extent permitted by law, 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 Contractor 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

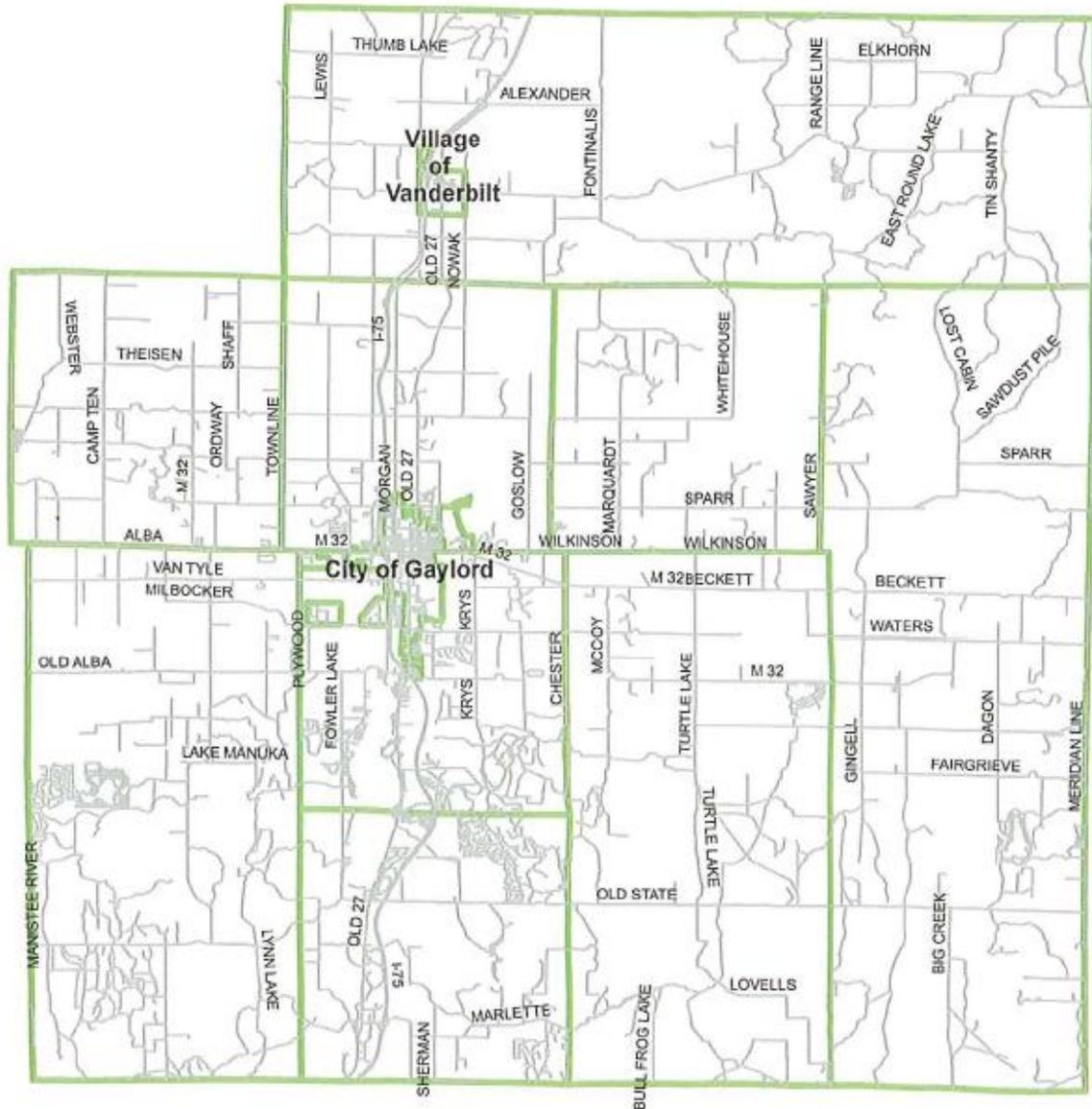
C. Financial Criteria

- 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.

Part 14: Contract Termination

The County may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured after 60 days' written notice has been provided. The County shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the County as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the County, become the property of the County, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination

APPENDIX A



Legend

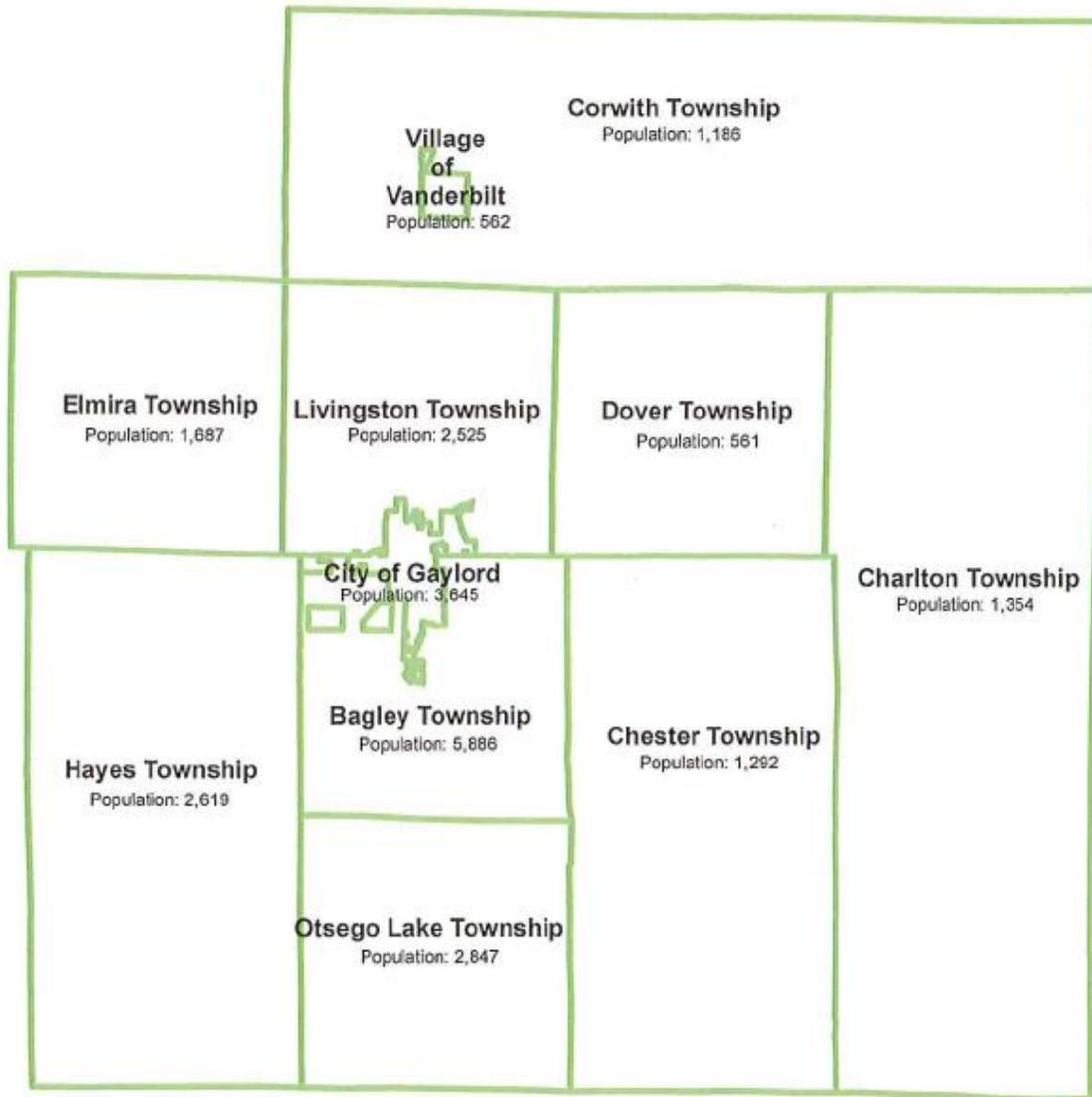
- Roads
- Municipal Boundaries



Otsego County Overview
 Scale: 1" = 4 Miles



APPENDIX B



Legend

- Roads
- Municipal Boundaries



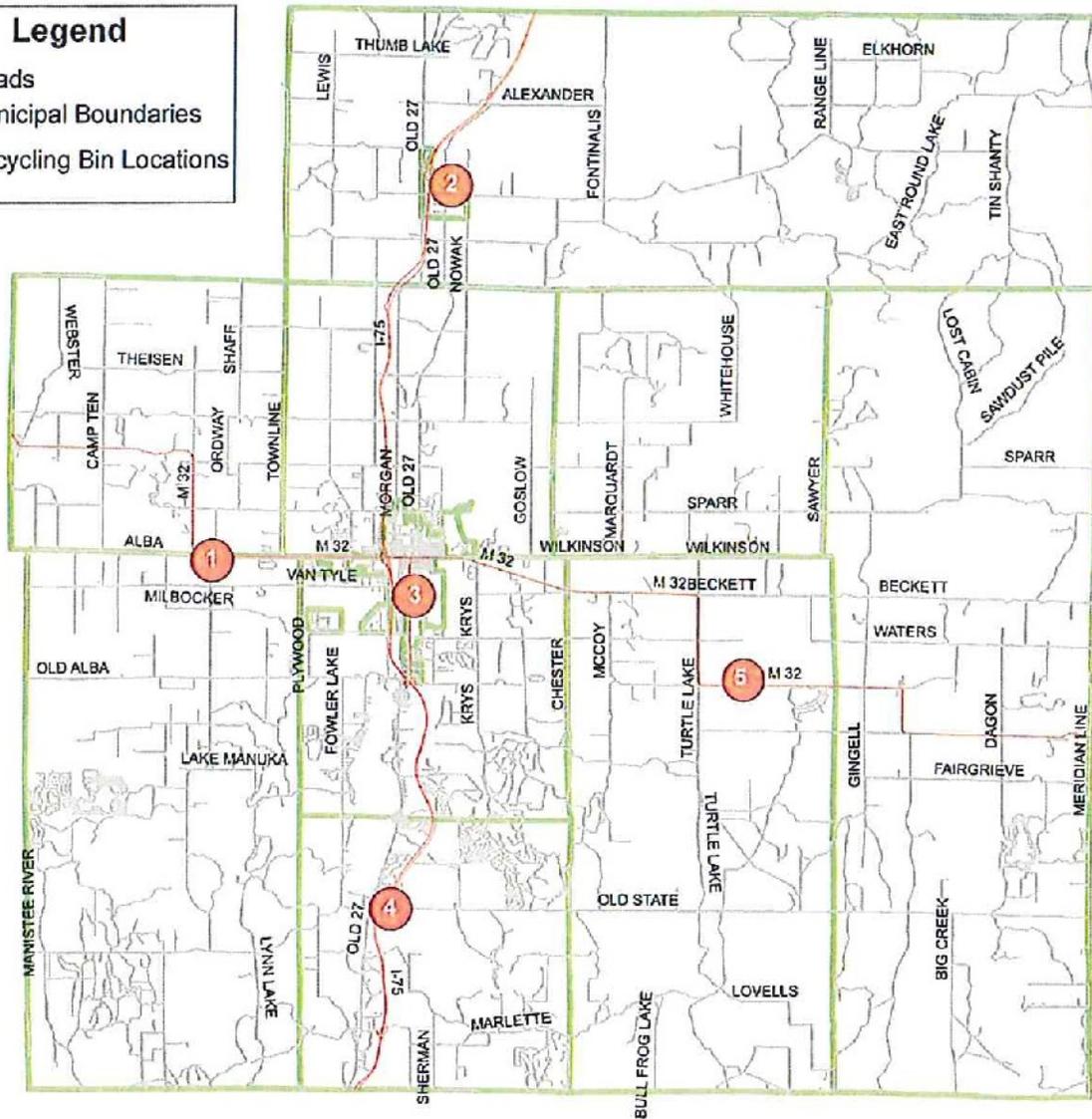
Otsego County Municipal Populations
Scale: 1" = 4 Miles



APPENDIX C

Legend

- Roads
- Municipal Boundaries
- ① Recycling Bin Locations



1. Otsego Recycling West: 71 Hayes Tower Road west of Gaylord, MI 550' south of the Hayes Township Hall.
2. Otsego Recycling North: 621 Garfield Street in Vanderbilt, MI. Northeast of the Vanderbilt Village Hall and northeast of the intersection of Garfield Street and Elm Street.
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



Go to www.OtsegoRecycling.org for more information.

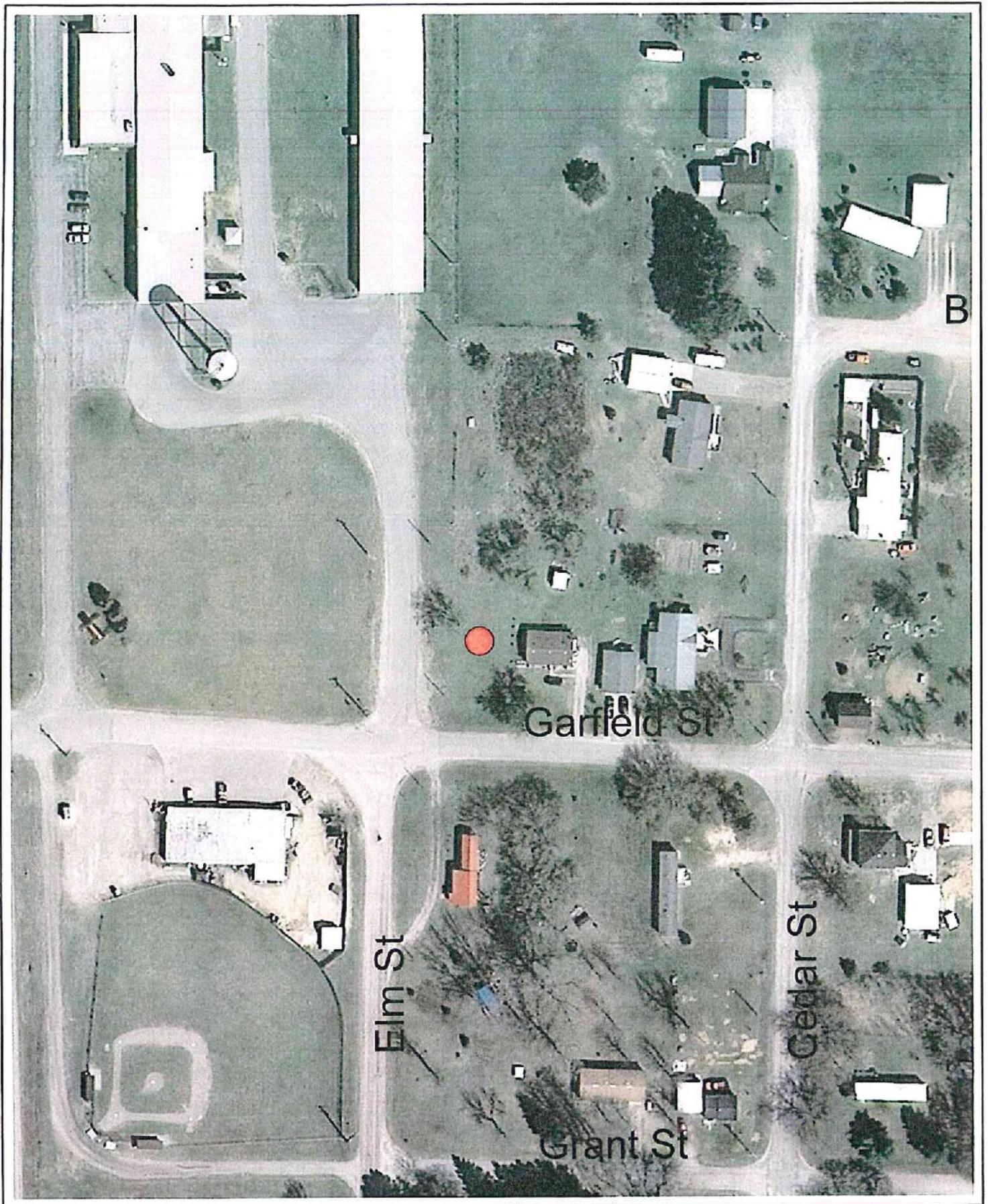


Otsego County Recycling West

Scale: 1" = 100'

Date of Photography: April 2010



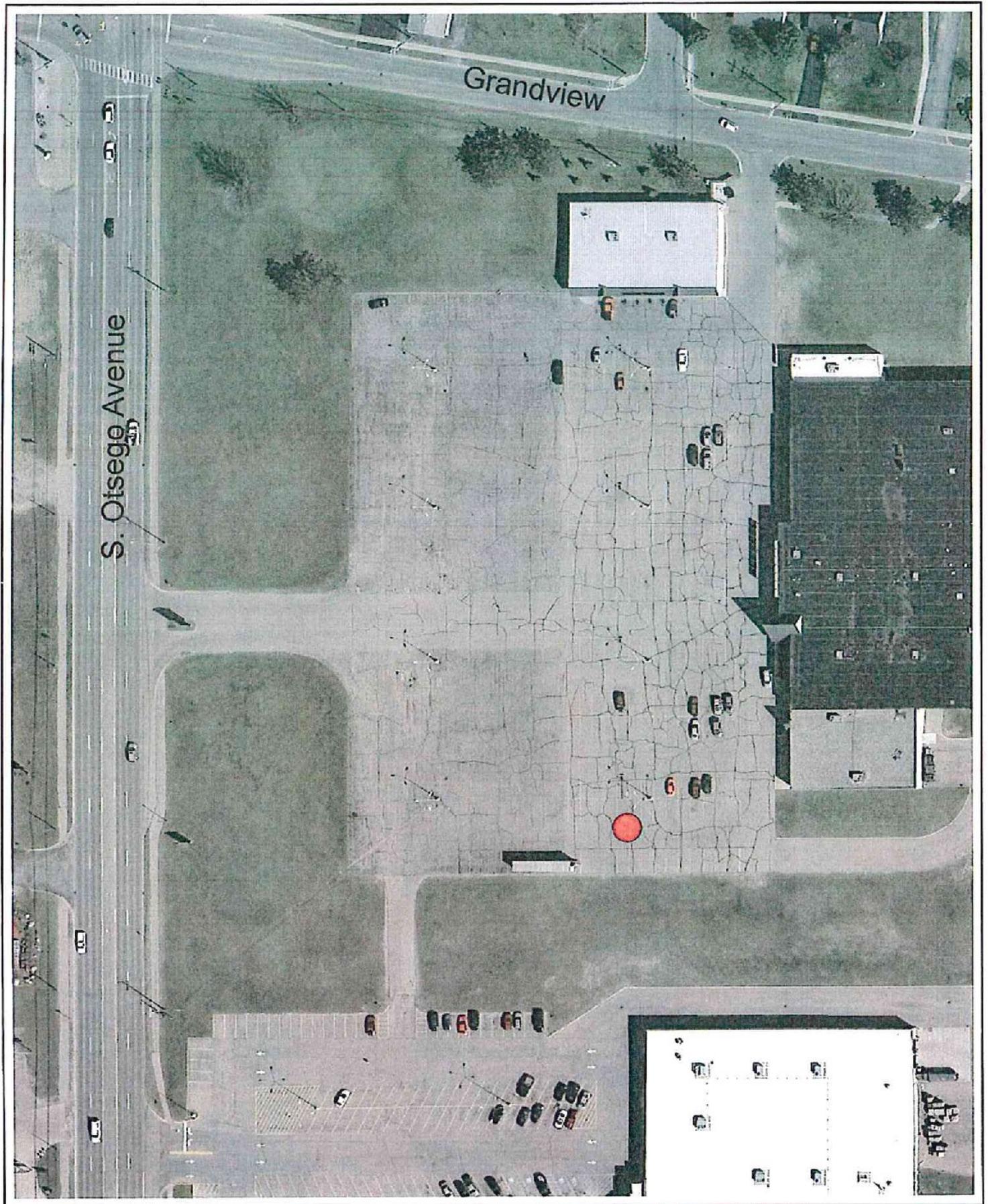


Otsego County Recycling North

Scale: 1" = 100'

Date of Photography: April 2010





Otsego County Recycling Central

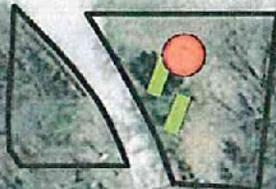
Scale: 1" = 100'

Date of Photography: Spring, 2010





Old State Road



Otsego County Recycling South

Scale: 1" = 100'

Date of Photography: Spring, 2010



Otsego County Recycling East

Scale: 1" = 100'

Date of Photography: April 2010



APPENDIX D

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

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: SUMMARY OF COSTS**

HAULING								
Per-pull fixed unit cost specifications for the first year for a total of five sites with contractor compensation including a cap/maximum cost per year.								
SITE	YEAR 1		YEAR 2		YEAR 3		YEAR 4	
1- WEST	\$	per pull						
2- NORTH	\$	per pull						
3- CENTRAL	\$	per pull						
4- SOUTH	\$	per pull						
5- EAST	\$	per pull						
	CAP/MAX		CAP/MAX		CAP/MAX		CAP/MAX	
CAP/MAX COST PER YEAR FOR HAULING	\$		\$		\$		\$	(1)

PROCESSING								
Per-ton fixed unit cost specifications with contractor compensation including a cap/maximum cost per year.								
Processing	YEAR 1		YEAR 2		YEAR 3		YEAR 4	
	\$	per ton						
	CAP/MAX		CAP/MAX		CAP/MAX		CAP/MAX	
CAP/MAX COST PER YEAR FOR PROCESSING	\$		\$		\$		\$	(2)

BIN RENTAL								
Monthly bin rental cost	YEAR 1		YEAR 2		YEAR 3		YEAR 4	
	\$	per month						
ANNUAL COST FOR BIN RENTAL	\$		\$		\$		\$	(3)

OVERALL CAP/MAX TOTAL PER YEAR**	YEAR 1		YEAR 2		YEAR 3		YEAR 4	
	\$		\$		\$		\$	

**The overall cap/max totals shall be the sum of rows (1) (2) and (3) above for each year. The overall cap/max totals shall be all-inclusive totals that include all elements of the entire Recycling Program

OTSEGO COUNTY BID FORM
RECYCLING DROP-OFF SERVICES
FORM C: BIN PULL SCHEDULE

Respondent should attach an initial Recycling Bin Pull Schedule.

OTSEGO COUNTY BID FORM

RECYCLING DROP-OFF SERVICES

FORM D: 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.
