



REQUEST FOR PROPOSALS

RECYCLING DROP-OFF SERVICES

**Otsego County
BID 2013-02
Gaylord, Michigan**

Issued by: John Burt, Administrator
225 W. Main Street; Room 203
Gaylord, Michigan 49735
Tel: (989) 731-7527
Fax: (989) 731-7529
Email: jburt@otsegocountymi.gov

Issued Date: **January 21, 2013**

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 3-year term. 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 released a Request for Information for Materials Recovery Facilities within the area, which only produced two results: 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 has been working on the establishment of a recycling program for approximately four years. A millage was passed in November 2012 to establish 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 proposed recycling bin locations (also see **Appendix C** for map and aerial photos). Please note that the locations may change slightly 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: NE corner of Elm Street and Garfield Street in the Village of Vanderbilt
49795

Site 2: 1775 M-32 West, Gaylord 49735

Site 3: 1961 S. Otsego Avenue, Gaylord 49735

Site 4: NW corner of M-32 East and Rock Road, Johannesburg 49751

Site 5: 10703 Old Hwy 27 (S. Otsego Avenue), Waters 49797

Part 4: Proposal Instructions

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

John Burt, Otsego County Administrator
225 W. Main Street, Room 203
Gaylord, Michigan 49735

Mark the outside of the bid envelopes with the following: BID 2013-02. The bidder must provide six (6) 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, 2013**. 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 212 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 6 at noon**. Questions received after this deadline will not be considered. All questions received before the deadline will be answered in writing and mailed, emailed, or faxed to all vendors who register on a bid list. Bid question responses will also be posted on the County's website at <http://www.otsegocountymi.gov/bids-and-proposals-192/>.

Direct questions about RFP to the following person:

John Burt
225 W. Main Street, Room 203
Gaylord, MI 49735
Tel: (989) 731-7527
Fax: (989) 731-7529
Email: jburt@otsegocountymi.gov

Part 5: Scope of Work

The County's intent is to begin the recycling drop-off program by early April, 2013. All work performed as part of this contract, including the provision of recycling bins, must be available by April 1.

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 either a hook-lift or cable type lift roll-off truck. The trucks must be compatible with recycling bins provided by both Emmet County and American Waste. The Contractor (bidder) is responsible for any modification needed for their truck 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 roll-offs 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.

Plans call for two recycling bins at each of the five locations as well as two extra bins in reserve to be used as replacements as materials are being hauled.

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 a minimum of two (2) 30-cubic yard recycling roll-off type bins, suitable for their processing services, for each of the five locations listed in Part 3 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 a minimum of two (2) 30-cubic yard roll-off type recycling bins for each of the five locations listed in Part 3 plus two (2) replacement bins for a total of twelve (12) 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.
- 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.

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 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

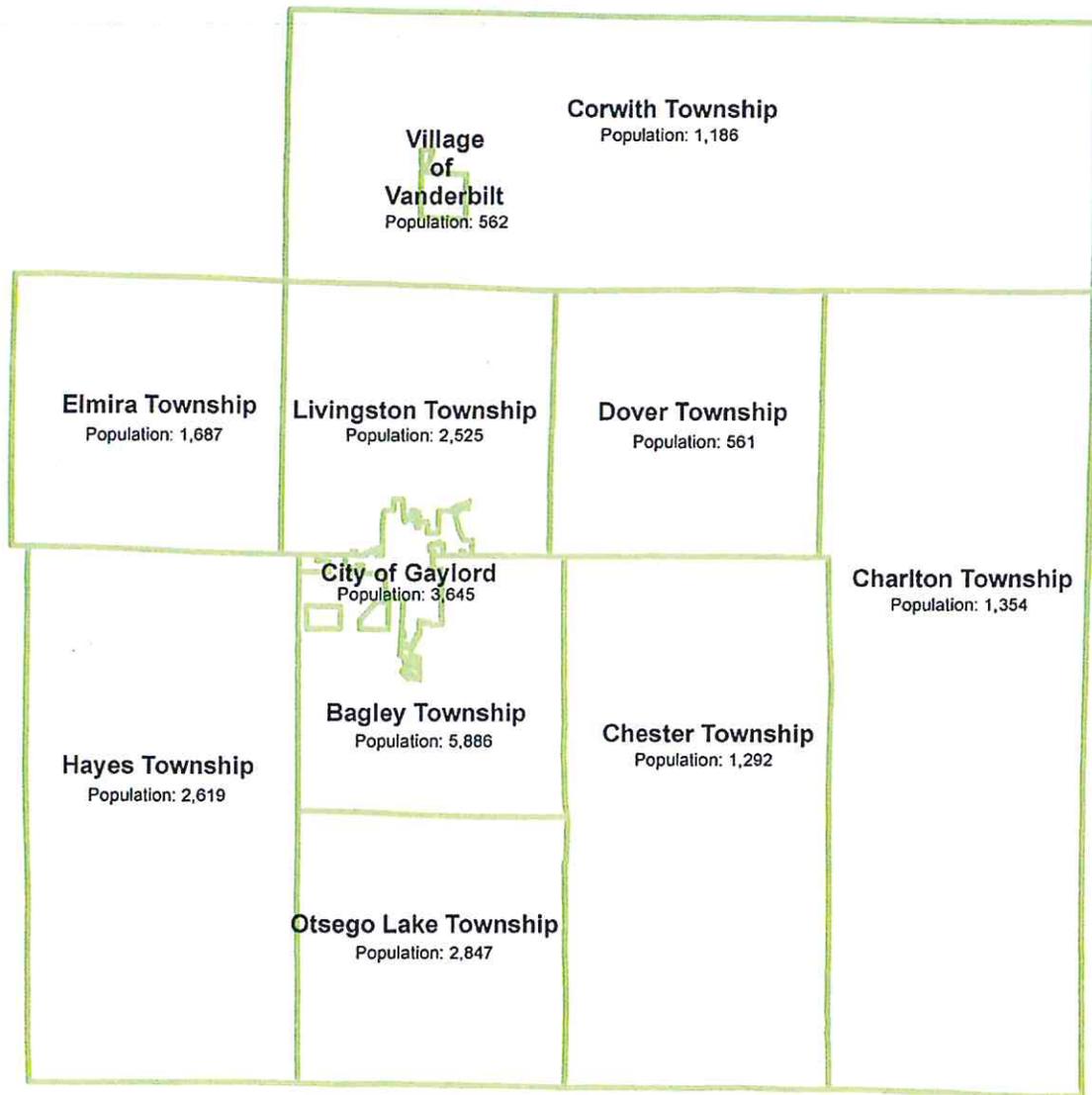
- Proposed containers, vehicles and recycling processing and marketing arrangements
- Capacity and/or arrangements for timely backup service for Proposer's vehicles
- Capacity to receive, process and market recyclable materials

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

APPENDIX B



Legend

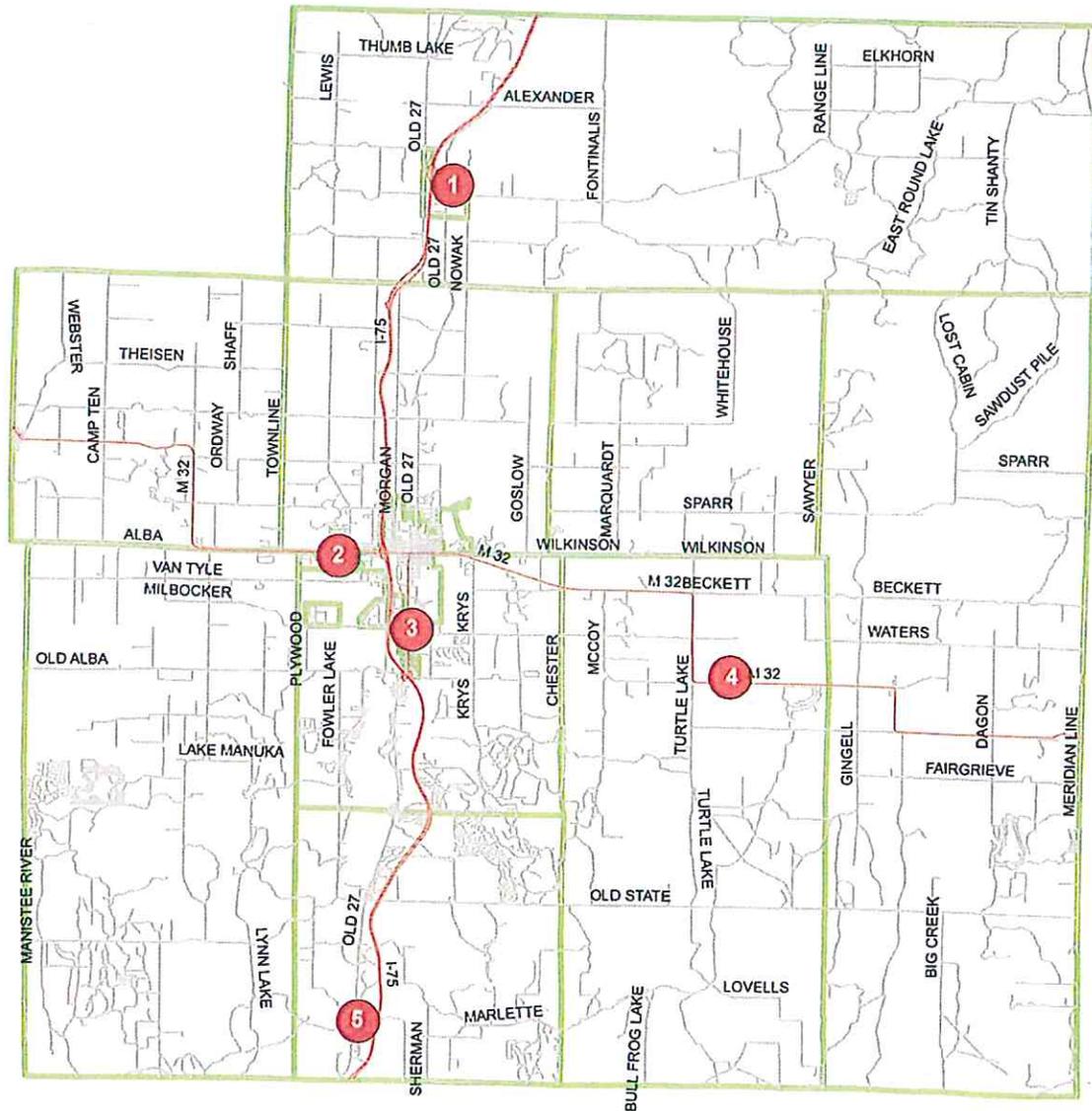
- Roads
- Municipal Boundaries



Otsego County Municipal Populations
 Scale: 1" = 4 Miles



APPENDIX C

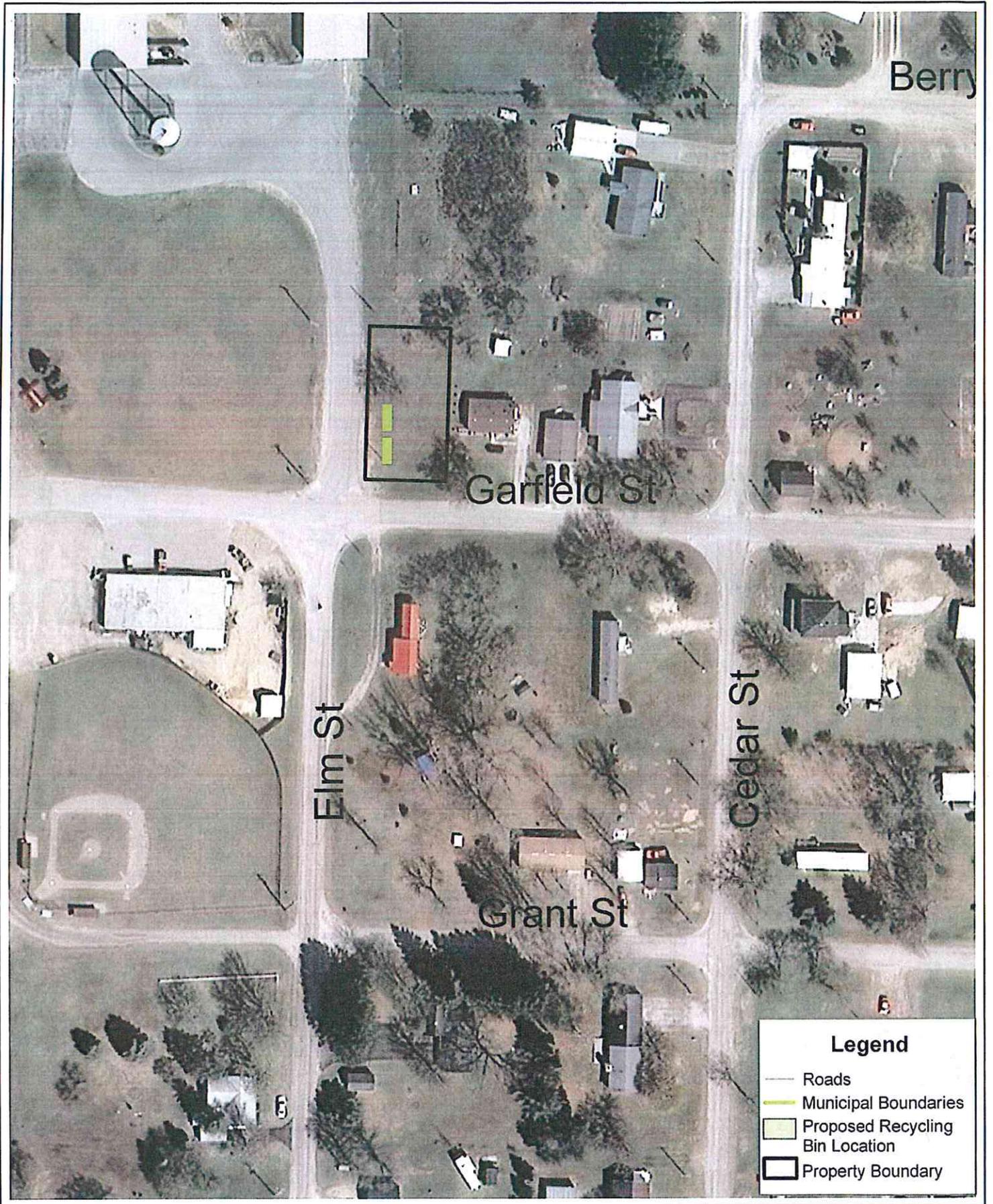


Legend

- Roads
- Municipal Boundaries
- ① Recycling Bin Locations

Recycling Bin Locations
 Scale: 1" = 4 Miles





Recycling Bin Location 1

Scale: 1" = 100'

Date of Photography: April 2010



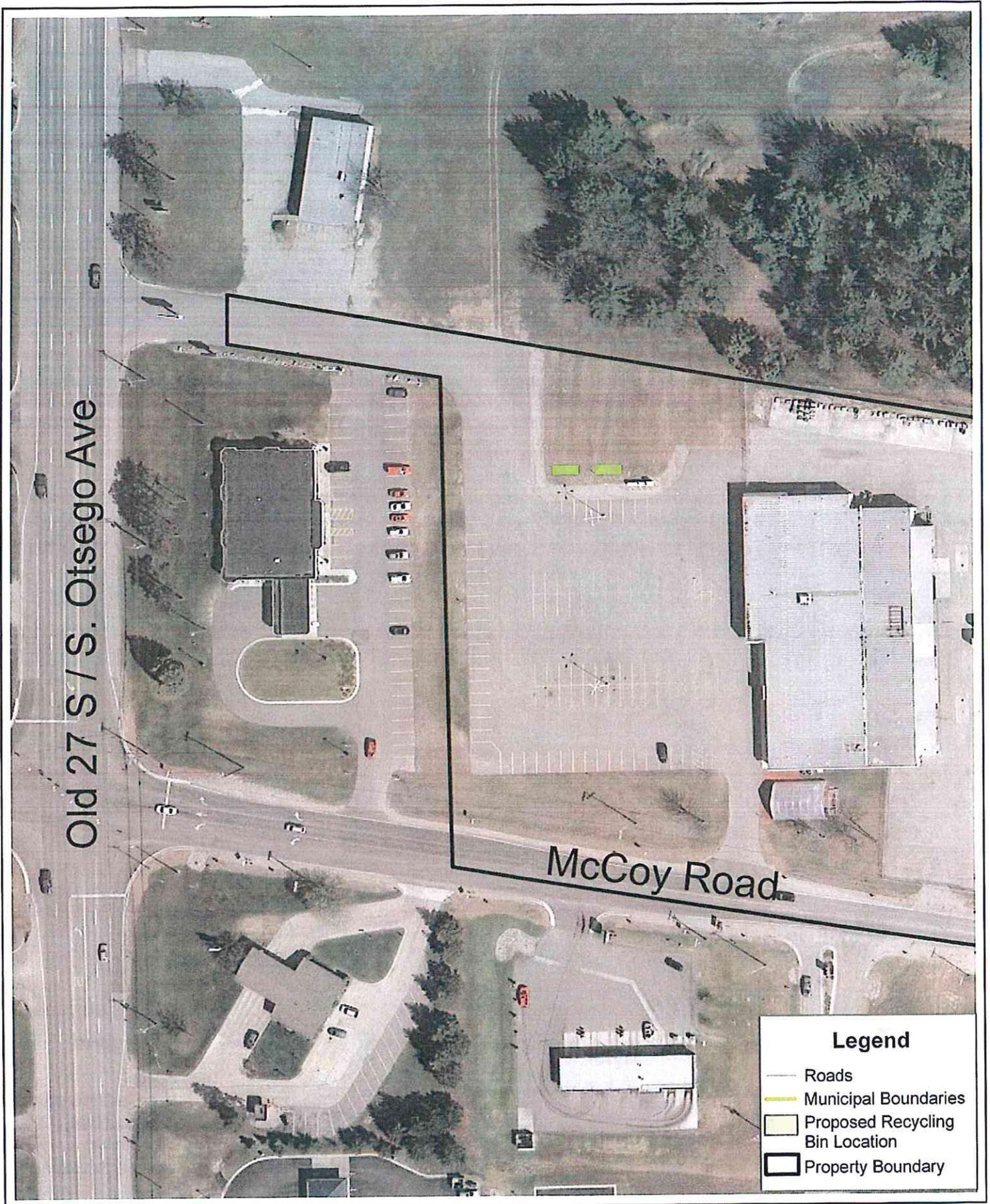


Recycling Bin Location 2

Scale: 1" = 100'

Date of Photography: April 2010





Recycling Bin Location 3

Scale: 1" = 100'

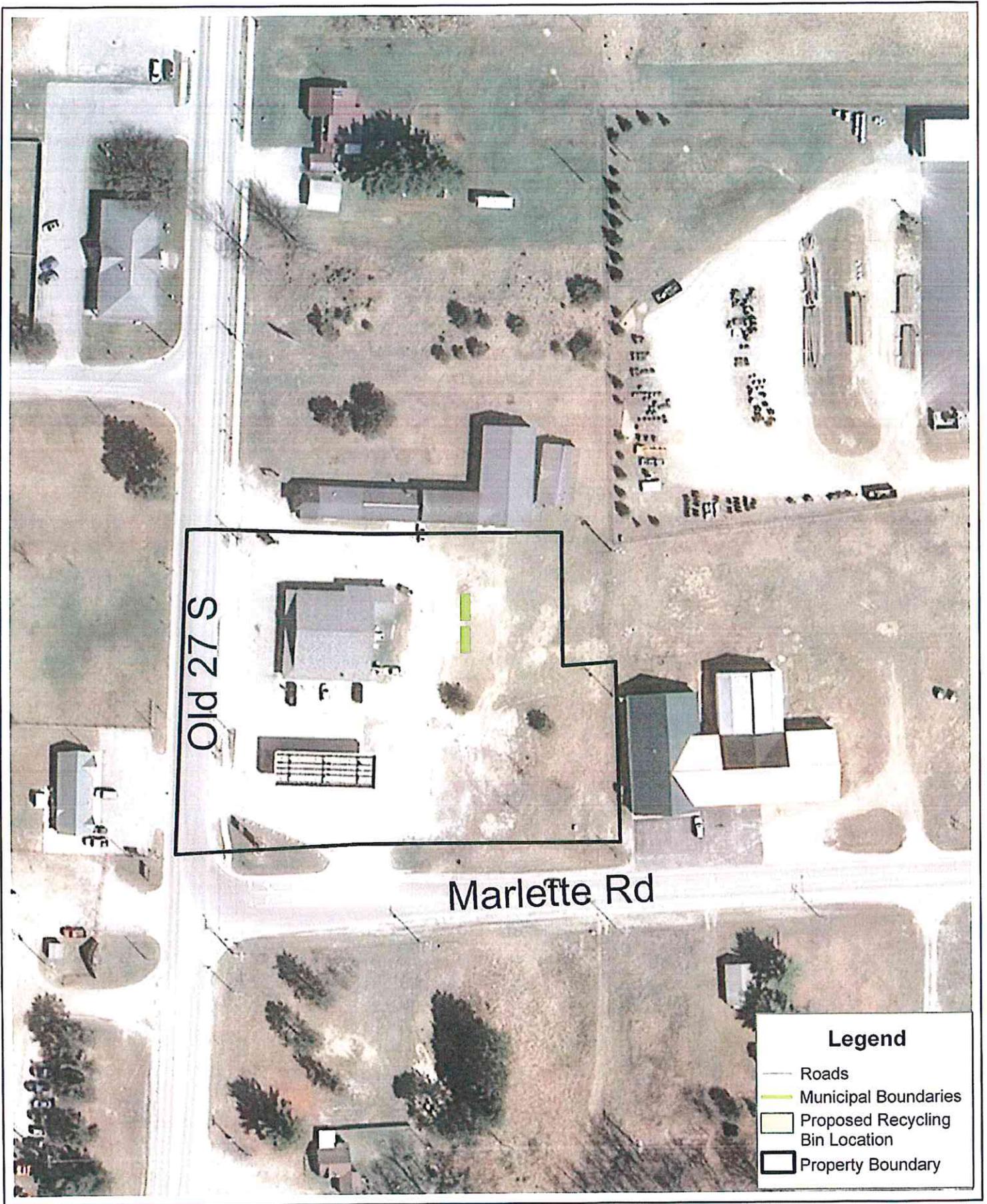
Date of Photography: April 2010





Recycling Bin Location 4
 Scale: 1" = 100'
 Date of Photography: April 2010





Recycling Bin Location 5

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

_____ Form E: Proposer's Equipment Plan

_____ Form F: Exceptions to RFP Specifications and Service Agreement

_____ Form G: References

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 Three 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.

SITE	COST PER PULL TO AMERICAN WASTE FACILITY	COST PER PULL TO EMMET FACILITY
1 - Vanderbilt	\$ _____ per Pull	\$ _____ per Pull
2 - West M32	\$ _____ per Pull	\$ _____ per Pull
3 - S. Otsego	\$ _____ per Pull	\$ _____ per Pull
4 - East M32	\$ _____ per Pull	\$ _____ per Pull
5 - Waters	\$ _____ per Pull	\$ _____ per Pull
CAP/MAX COST PER YR	\$ _____	\$ _____

Year Two of a Three 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.

SITE	COST PER PULL TO AMERICAN WASTE FACILITY	COST PER PULL TO EMMET FACILITY
1 - Vanderbilt	\$ _____ per Pull	\$ _____ per Pull
2 - West M32	\$ _____ per Pull	\$ _____ per Pull
3 - S. Otsego	\$ _____ per Pull	\$ _____ per Pull
4 - East M32	\$ _____ per Pull	\$ _____ per Pull
5 - Waters	\$ _____ per Pull	\$ _____ per Pull
CAP/MAX COST PER YR	\$ _____	\$ _____

Year Three of a Three 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.

SITE	COST PER PULL TO AMERICAN WASTE FACILITY	COST PER PULL TO EMMET FACILITY
1 - Vanderbilt	\$ _____ per Pull	\$ _____ per Pull
2 - West M32	\$ _____ per Pull	\$ _____ per Pull
3 - S. Otsego	\$ _____ per Pull	\$ _____ per Pull
4 - East M32	\$ _____ per Pull	\$ _____ per Pull
5 - Waters	\$ _____ per Pull	\$ _____ per Pull
CAP/MAX COST PER YR	\$ _____	\$ _____

Hauling Services with Processing Services Awarded:

(Cost of Hauling if Contractor were also awarded Processing Services)

Year One of a Three 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.

SITE	COST PER PULL TO AMERICAN WASTE FACILITY	COST PER PULL TO EMMET FACILITY
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5 - Waters	\$ _____ per Pull	\$ _____ per Pull
CAP/MAX COST PER YR	\$ _____	\$ _____

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5 - Waters	\$ _____ per Pull	\$ _____ per Pull
CAP/MAX COST PER YR	\$ _____	\$ _____

Year Three of a Three Year Contract:

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3 - S. Otsego	\$ _____ per Pull	\$ _____ per Pull
4 - East M32	\$ _____ per Pull	\$ _____ per Pull
5 - Waters	\$ _____ per Pull	\$ _____ per Pull
CAP/MAX COST PER YR	\$ _____	\$ _____

(ONLY) Processing Services:

(Cost if Contractor were only awarded Processing Services without Hauling Services)

Year One of the Three Year Contract:

Per ton fixed unit cost specifications for the first year with contractor compensation including a maximum cost per year.

	COST PER TON
Processing	\$_____ per Ton
Monthly Rental Rate per Container	\$_____ per Month
CAP/MAX COST PER YR	\$_____

Year Two of the Three Year Contract:

Per ton fixed unit cost specifications for the first year with contractor compensation including a maximum cost per year.

	COST PER TON
Processing	\$_____ per Ton
Monthly Rental Rate per Container	\$_____ per Month
CAP/MAX COST PER YR	\$_____

Year Three of the Three Year Contract:

Per ton fixed unit cost specifications for the first year with contractor compensation including a maximum cost per year.

	COST PER TON
Processing	\$_____ per Ton
Monthly Rental Rate per Container	\$_____ per Month
CAP/MAX COST PER YR	\$_____

Processing Services with Hauling Services Awarded:

(Cost of Processing Services if Contractor were also awarded Hauling Services)

Year One of the Three Year Contract:

Per ton fixed unit cost specifications for the first year with contractor compensation including a maximum cost per year.

	COST PER TON
Processing	\$ _____ per Ton
Monthly Rental Rate per Container	\$ _____ per Month
CAP/MAX COST PER YR	\$ _____

Year Two of the Three Year Contract:

Per ton fixed unit cost specifications for the first year with contractor compensation including a maximum cost per year.

	COST PER TON
Processing	\$ _____ per Ton
Monthly Rental Rate per Container	\$ _____ per Month
CAP/MAX COST PER YR	\$ _____

Year Three of the Three Year Contract:

Per ton fixed unit cost specifications for the first year with contractor compensation including a maximum cost per year.

	COST PER TON
Processing	\$ _____ per Ton
Monthly Rental Rate per Container	\$ _____ per Month
CAP/MAX COST PER YR	\$ _____

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: \$ _____

For Emmet County Facility:

Year One Max/Cap Cost: \$ _____

Year Two Max/Cap Cost: \$ _____

Year Three Max/Cap Cost: \$ _____

Hauling Services if awarded Processing Services:

Year One Max/Cap Cost: \$ _____

Year Two Max/Cap Cost: \$ _____

Year Three 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: \$ _____

Processing Services if awarded Hauling Services:

Year One Max/Cap Cost: \$ _____

Year Two Max/Cap Cost: \$ _____

Year Three Max/Cap Cost: \$ _____

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 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.
