

Request for Proposal

**Residential Solid Waste
Collection Services**

*City of St. Joseph, Department of Public Works
1160 Broad Street St. Joseph, MI 49085*

I. Purpose

This Request for Proposal (“RFP”) is to provide interested area Solid Waste Contractors with sufficient information to submit proposals for consideration by the City of St. Joseph (“City”) in connection with its needs for Residential Solid Waste Services including Recycling and Yard Waste.

Favorable pricing will be one element of the selection process, but the experience of the firm, qualifications, experience and ability of assigned staff, completeness of the level of service proposed and timeliness of service proposed by the Bidder will be significant factors in award of this contract. Final decision on selection of the Bidder for this project will be determined by the City Commission. The City reserves the right to reject any proposals or parts of proposals. The City also reserves the right to waive any irregularities, inconsistencies, or take what other action is appropriate as determined by the City to be in the best interest of the City.

A complete Request for Proposal may be viewed or downloaded at www.sjcity.com, or mailed by contacting the City Clerk.

REQUEST FOR PROPOSAL: Solid Waste Collection Services

CLOSING DATE AND TIME: **3:00 pm, April 23, 2024**

I. General:

The City of St. Joseph, a community of 7,800 residents, located in Berrien County, Michigan is seeking one qualified and responsible company to provide refuse, recycling, and yard waste collection services to all residential customers located within the city limits. The City estimates approximately 3,550 units to be served.

The City seeks a contractor who can provide the services described in this Request for Proposal at a reasonable cost in a clean, courteous, and well- executed manner with uninterrupted and continuous services, while exploring enhanced service options as described in the Request for Proposals (RFP).

II. Definitions:

Solid Waste: Materials consisting of garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings, municipal and industrial sludge, solid and commercial and solid industrial waste, animal waste, street cleanings, and household waste as defined in the Solid Waste Act, MCL 324.11501 *et seq.*

Yard Waste: Materials consisting of grass clippings, leaves, brush, shrubbery, twigs less than 4' in length and 2" in diameter, and vegetable and garden debris

Cart: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and or supplied by the contractor.

Curbside: Curbside refers to that portion of the right-of-way adjacent to the paved or traveled area of City roads and alleys, or the area as close as possible to the curbside if there is no available or safe area in the right of way. Containers shall not be placed so as to block the roadway or endanger the safety of motorists or pedestrians.

Curbside Collection: Pick-up and emptying of containers placed at the curbside for collection of solid waste, recycling, or yard waste.

Construction Debris: Waste building materials resulting from construction, remodeling or demolition operations.

Bulk Waste Items: Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Material such as furniture, appliances (freon free), carpet, wood, metal and other materials too large or bulky to place in a wheeled cart.

Recycling: A process to change waste material into new product to prevent the waste of materials, and to reduce the consumption of new raw materials, energy usage, pollution, and the need for conventional waste disposal.

Recyclable Material: Newsprint papers and inserts; mixed paper (food boxes, paper bags, magazines, catalogs, telephone books, copy paper, corrugated cardboard, mail) glass bottles, plastic containers and bags, steel, aluminum cans and Styrofoam.

Recycling Site: A location approved, established and operating for the purpose of recycling and/or reusing recyclable material.

Composting Facility: A site compliant with the State of Michigan, Department of Environmental Quality rules and regulations for yard waste composting.

Disposal: Proper and legal depositing of solid waste, construction debris, and yard waste in an approved and permitted disposal site; or proper and legal depositing of recycling material in an approved and permitted recycling site.

Disposal Site: A location, such as a landfill, that is licensed and approved by the State of Michigan, Department of Environmental Quality, and all applicable governmental bodies and agencies having jurisdiction over licensing and regulation of solid waste disposal sites.

Residential: All single-family, townhome and multi-family accounts receiving curbside collection services.

Yard Waste Cart: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and or supplied by the contractor.

III. Scope of Work/Services:

Contractor shall provide collection, transportation, and disposal services to the City for household waste, recyclable materials, yard waste, construction debris, and bulk waste, described below in detail.

- a. **Residential Waste.** Contractor shall provide each residential unit with the following services for collection and disposal of solid waste:
 - A suitable 96-gallon covered wheeled cart for collection of solid waste
 - Weekly curbside pickup
 - A suitable 2, 6, 8 or 30 yd dumpster for collection of solid waste for residential condominium properties as requested: currently provided to 3 locations with potential for more locations in the future
 - Weekly collection for dumpsters
 - Transportation and disposal of collected solid waste to a disposal site.
- b. **Residential Recycling.** Contractor shall provide each residential unit with the following services for collection and disposal of recyclable material:
 - A suitable 96-gallon covered wheeled cart for collection of recyclable materials.
 - Bi-weekly curbside pickup on the same day as solid waste collection
 - Single stream (non-sorted) collection
 - Transportation and disposal of collected recyclable material to a recycling site.

- c. **Yard Waste.** Contractor shall provide each residential unit that chooses to participate, with the following services for collection and disposal of yard waste, directly billing residents who elect this service:
 - A suitable 96-gallon covered wheeled cart to each participating residential unit.
 - Collection from March 15 to December 15.
 - Transportation and disposal of collected yard waste to a composting facility.

- d. **Special Collection.** Contractor shall provide each residential unit with the following services for collection of solid waste and bulk waste:
 - Three (3) special curbside collections or nine (9) cubic yards per year, scheduled through the City.
 - Transportation and disposal of collected solid waste and bulk waste to a disposal site.

- e. **Downtown Recycling.** Contractor shall provide the following services in the City's downtown area for collection and disposal of recyclable material:
 - One 6-yard container for cardboard recycling at a location agreed upon by the City and contractor, collected twice a week
 - Five 8-yard containers for cardboard recycling at a location agreed upon by the City and contractor, collected twice a week on days agreed upon by the City and contractor.

- f. **Public Works.** Contractor shall provide the City's Public Works facility for collection and disposal of solid waste, construction debris, and bulk waste:
 - One 40-yard container emptied upon request of the City
 - Transportation and disposal of waste collected to a disposal site.

General Requirements.

Days of Collection: The City is currently divided into four (4) collection routes for residential collection every Monday, Tuesday, Wednesday and Thursday. Residential collection must be provided on regularly established days during weekdays, and not on weekends. If collection does not occur on the regular collection day due to holidays or impossibility of performance due to acts of God, etc., collection shall be provided the following day. The map that details the current collection schedule is provided.

Holidays: Collection services are not permitted on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day. Collection

services that would normally occur on those holidays will be provided on the next regular work day, which may include a Saturday.

Hours of Service: Collection shall not begin before 7:00 am or continue after 7:00 pm, Monday through Friday (or Saturday during a holiday week or upon specific City approval).

Equipment: All equipment, machinery, and vehicles shall be kept in good repair and condition, and maintained in a neat, sanitary, and clean condition. All vehicles shall be marked in a clear identifiable manner with the contractor's name and telephone number. All vehicles must comply with all applicable noise and fuel emission control standards, and conform in all aspects with the State of Michigan Department of Transportation standards.

Labor: All personnel shall be dressed in a reasonably clean uniform or clothing that readily identifies them as agents of contractor, and makes them clearly visible to motorist. All personnel shall exhibit courteous and polite behavior.

Professional Manner: All services shall be performed in a complete, professional, customary, and workmanlike manner.

No Spillage: All waste collected shall be contained and transported in such a manner as to prevent spillage, leaking, or blowing.

Container Placement: After emptying, each container shall be returned to an upright position with a closed lid, in the same approximate location it was initially located along the curbside.

Office: Contractor shall maintain an office or such facilities with a local or toll-free telephone number between the hours of 8:00 am and 5:00 pm Monday through Friday, except national holidays, by which the City and its residents may make direct contact with a responsible person who has authority to respond to service issues, questions or concerns.

Subcontractors: All work shall be performed by the Contractor's own forces. No subcontracting of work will be permitted.

Payment: With the exception of yard waste, the contractor shall provide monthly itemized invoices to the City, payable upon satisfactory completion of services and within thirty (30) days of receipt.

Reporting: Contractor shall keep and provide monthly reports to the City containing monthly solid waste collection provided for each of the services provided, including number of users, number of collections, and volume of solid waste or recyclables collected.

V. Issuing Officer (Point of Contact)

Questions regarding the scope of work to be accomplished may be directed to Liam Cormier, Streets and Sanitation Superintendent at 269-985-0306 or Greg Grothous, Director of Public Works at (269) 985-0309.

VI. Addenda

In the event it becomes necessary to modify any part of this Request for Proposal, addenda will be issued to all parties who received the original RFP.

VII. Instructions to Bidders

Sealed bids are due at the at the St. Joseph City Clerk’s Office no later than **3:00 pm, April 23, 2024.**

Proposals may be mailed or delivered to the City of St. Joseph City Clerk, 700 Broad Street, St. Joseph, Michigan 49085. Sealed envelopes should be plainly marked:

Attention: City Clerk
Re: **Residential Solid Waste Collection Services**
700 Broad Street
St. Joseph, MI 49085

It is the sole responsibility of the bidder to see that its proposal is received within the required time period. The City is not responsible for any errors or irregularities with the delivery method utilized for submittal of the proposal. Any proposals received after the closing date and time will be returned unopened.

VIII. Incurring Costs

The City is not liable for any costs related to bidder’s preparation of their proposal.

IX. Withdrawal of Proposal

Any bidder may withdraw its proposal in person, by facsimile, or by letter, any time prior to the scheduled closing time for receipt of proposals. Each proposal shall be considered binding and in effect for a period of Sixty (60) days after the closing date.

X. Opening of Proposals

Proposals will be opened publicly at **3:00 pm, April 23, 2024** in the City Hall Commission Chambers, 700 Broad Street, St. Joseph, Michigan.

XI. Evaluation of Proposals

The City intends to evaluate all proposals quickly and be prepared to recommend an award at the May 13, 2024 City Commission meeting.

XII. Negotiations

The City reserves the right to reject any and all proposals and negotiate with any source, in any manner necessary, deemed to be in its best interest.

XIII. Award of Contract / Acceptance of Proposal (Terms and Conditions)

The contents of this RFP and the bidder's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties.

The successful bidder must procure and maintain the following insurance with carriers acceptable to the City and admitted to do business in the State of Michigan, and provide proof of the same to the City:

- **Worker's Compensation Insurance**, including employers' Liability coverage, in accordance with Michigan law.
- **Commercial General Liability** Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: A). contractual liability, B) Broad form general liability extensions or equivalent.
- **Motor Vehicle Liability** Insurance, including Michigan No-Fault coverages, with limits not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, non-owned vehicles, and hired vehicles.

The Commercial General Liability Insurances shall include an endorsement naming as an additional insured the City of St. Joseph, all elected and appointed officials, employees, volunteers, boards, commissions, and/or authorities and boards, including members, employees and volunteers thereof. The successful bidder's insurance shall be primary and any other insurance City may have in effect shall be considered secondary and/or excess. Coverage shall be maintained throughout the

term of the agreement. The stated insurance requirements shall not be interpreted to limit the contractor's liability.

All insurance shall include an endorsement that contains a 30-day advance written notice of cancellation to the City Manager, City of St. Joseph, Michigan, 700 Broad Street, St. Joseph, Michigan 49085.

With respect to any activities authorized by a Permit for Miscellaneous Operations within State Highway Right of Way, the successful bidder's policy of insurance shall also include as a named insured the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

XIV. Nondiscrimination

The successful bidder shall not discriminate in its provision of accommodations or services, nor against an 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, gender identity, height, weight, marital status, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the agreement.

XV. Payment Terms:

The City shall make payments to the successful bidder for actual services rendered on a monthly basis, and within thirty (30) days following receipt of an acceptable invoice; or as otherwise mutually agreed.

XIV. Term of Contract:

The term of the agreement will be for five (5) years beginning July 1, 2024, through June 30, 2029, with an option to extend for an additional three (3) years.

BID PROPOSAL 2024-2025

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided.

Per residential unit per month, for weekly solid waste rubbish collection year:

Residential Collection Per Unit Per Month Per residential unit per month, for bi-weekly recycling collection:

Residential Collection Per Unit Per Month

Special Collections Residential Units Per Hour and Per Cubic

Yard Waste Per Residential Unit Per Season (March 15-Dec 15)

BID PROPOSAL 2025-2026

Per residential unit per month, for weekly solid waste rubbish collection year:

Residential Collection Per Unit Per Month Per residential unit per month, for bi-weekly recycling collection:

Residential Collection Per Unit Per Month

Special Collections Residential Units Per Hour and Per Cubic

Yard Waste Per Residential Unit Per Season (March 15-Dec 15)

BID PROPOSAL 2026-2027

Per residential unit per month, for weekly solid waste rubbish collection year:

Residential Collection Per Unit Per Month Per residential unit per month, for bi-weekly recycling collection:

Residential Collection Per Unit Per Month

Special Collections Residential Units Per Hour and Per Cubic

Yard Waste Per Residential Unit Per Season (March 15-Dec 15)

BID PROPOSAL 2027-2028

Per residential unit per month, for weekly solid waste rubbish collection year:

Residential Collection Per Unit Per Month Per residential unit per month, for bi-weekly recycling collection:

Residential Collection Per Unit Per Month

Special Collections Residential Units Per Hour and Per Cubic

Yard Waste Per Residential Unit Per Season (March 15-Dec 15)

BID PROPOSAL 2028-2029

Per residential unit per month, for weekly solid waste rubbish collection year:

Residential Collection Per Unit Per Month Per residential unit per month, for bi-weekly recycling collection:

Residential Collection Per Unit Per Month

Special Collections Residential Units Per Hour and Per Cubic

Yard Waste Per Residential Unit Per Season (March 15-Dec 15)

<u>Collection Rates/Month</u>					
Weekly Frequency	1x	2x	3x	4x	Each Extra Ton
2 Yard Container					
4 Yard Container					
6 Yard Container					
8 Yard Container					
20 Yard Container					
30 Yard Container					
40 Yard Container					

Date	
Name of Business	
Legal Entity of Business	
List of LLC Members or Corporate Officers	
Business Address	
Contact Person	
Phone Number	
Years in Business	
Number of Full-time or Equivalent Employees	
Number of Rubbish Trucks	
Any Defaults on Prior Contracts? If so, please provide dates and description	
List 3 Service References:	
Name and Phone Number	
Name and Phone Number	
Name and Phone Number	

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized to execute this information sheet on behalf of the named Bidder.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

BIDDER: _____

BY: _____
(Signature)

NAME: _____
(Please Print)

POSITION: _____

TELEPHONE: _____

DATE: _____

Rubbish Day

- Monday
- Tuesday
- Wednesday
- Thursday

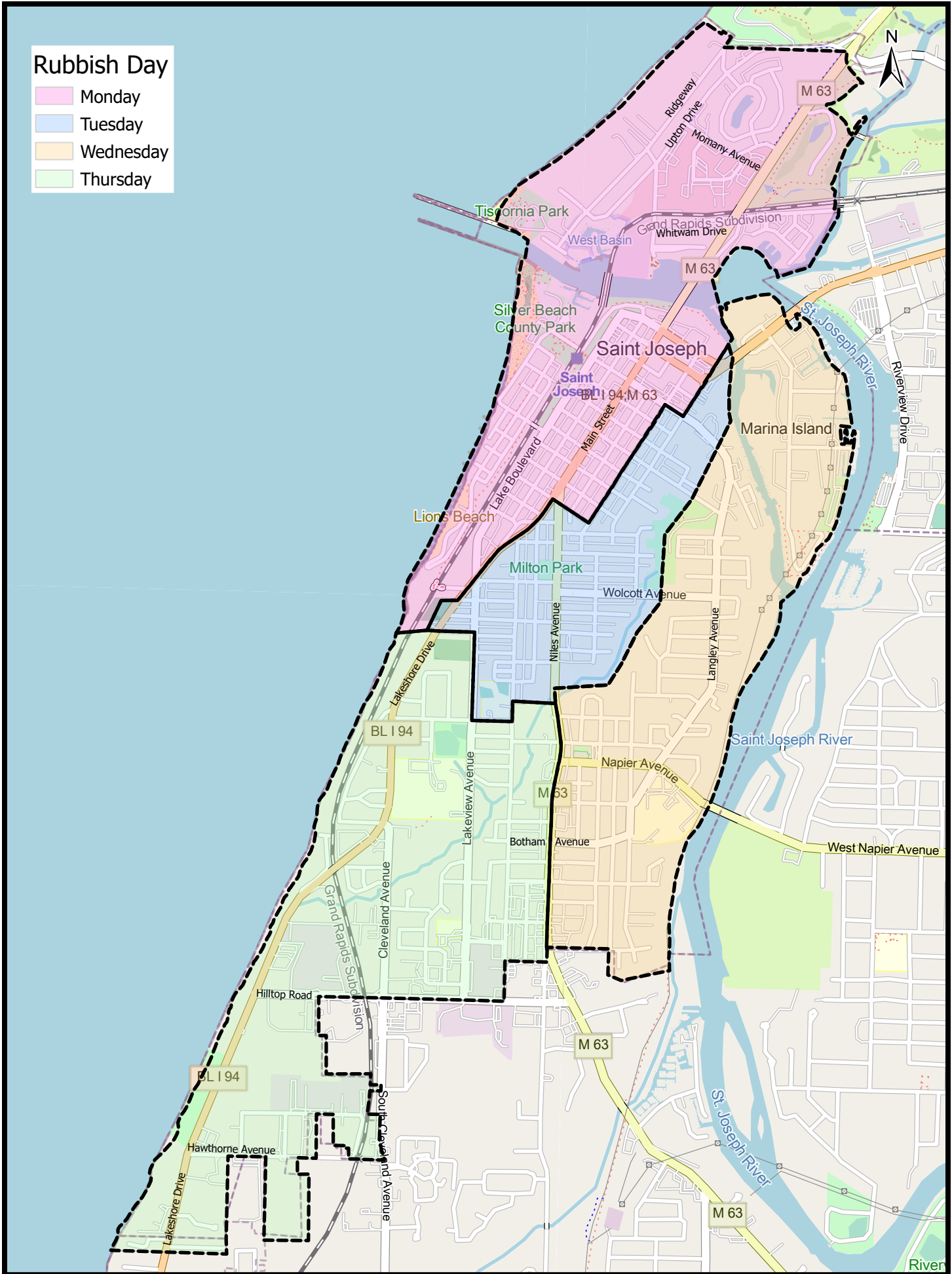


Exhibit 1