

CHARTER TOWNSHIP OF FENTON

REQUEST FOR PROPOSALS

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL, RECYCLING AND COMPOSTING

The Charter Township of Fenton invites qualified firms to submit sealed proposals for the township-wide collection and disposal of residential solid waste, recyclables and compostables.

Proposals must be made on the Proposal Forms and in accordance with the Instructions to Proponents and General Specifications provided by Fenton Township.

The Township seeks a four (4) year contract, beginning on January 1, 2019, and proceeding through December 31, 2022. The defined terms appearing in the General Specifications apply to all contract documents. Copies of the proposal forms are available at the Fenton Township Civic Community Center, 12060 Mantawauka Drive, Fenton, Michigan 48430.

Sealed proposals must be submitted to, and be on file with the Township on or before 3:00 p.m., Thursday October 11, 2018. Any questions should be directed to:

Thomas Broecker, Operations Manager
Charter Township of Fenton
12060 Mantawauka Drive
Fenton, MI 48430-8817
(810) 629-1537

CHARTER TOWNSHIP OF FENTON

12060 Mantawauka Drive
Fenton, MI 48430-8817

Bonnie K. Mathis, Supervisor
Robert E. Krug, Clerk
John R. Tucker, Treasurer
Mark A. Goupil, Trustee



Phone: (810)629-1537

Fax: (810) 629-9736

Website: www.fentontownship.org

E-mail: info@fentontownship.org

Robert C. Kesler, Trustee
Vince L. Lorraine, Trustee
Shaun P. Shumaker, Trustee

**CHARTER TOWNSHIP OF FENTON
GENESEE COUNTY, MICHIGAN**

**REQUEST FOR PROPOSALS, INSTRUCTIONS TO PROPONENTS
AND GENERAL SPECIFICATIONS**

**RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL,
RECYCLING AND COMPOSTING**

CONTRACT PERIOD JANUARY 1, 2019 THROUGH DECEMBER 31, 2022

Prepared By:

Thomas R. Broecker
Operations Manager/Deputy Clerk
Charter Township of Fenton
12060 Mantawauka Drive
Fenton, MI 48430-8817

CHARTER TOWNSHIP OF FENTON

INSTRUCTIONS TO PROPONENTS

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL, RECYCLING AND COMPOSTING

I-1. QUALIFICATION REQUIREMENTS

Proposals are sought only from responsible proponents known to be experienced and regularly engaged in work of similar character and scope to that covered in the Request for Proposals (RFP). Satisfactory evidence that the proponent has the necessary capital, equipment, personnel, experience, etc. to do the work may be required.

I-2. PREPARATION OF THE PROPOSAL

All Proposals shall be made on the Proposal Form attached hereto and shall be submitted to the Charter Township of Fenton no later than 3:00 p.m. Thursday October 11, 2018 (the submission deadline). Proposals should be delivered to the following address:

**Charter Township of Fenton
12060 Mantawauka Drive
Fenton, MI 48430-8817**

Submitted proposals shall give the amount of bid prices for work and must be signed by the Contractor as Proponent. All blank spaces in each Proposal Form, together with the appropriate schedules, must be completed in full in ink or typewritten.

Any proposal received after the submission deadline shall not be accepted nor considered.

All information submitted in the Proposal, including but not limited to, bid prices, equipment, etc. shall remain valid and in effect for at least ninety (90) days after the submission deadline.

I-3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

As a security, each Proposal must be accompanied by a Bid Bond by a recognized Surety Company similar to a U.S. Government Standard Form Bid Bond or a certified check of the Proponent, drawn on a responsible bank, in the amount equal to Ten Thousand Dollars (\$10,000). Said security is subject to forfeiture to the Township in the event the successful Proponent fails to enter into an acceptable agreement to do the work within the terms specified in the Proposal.

Each Proposal must also be accompanied by a certificate of insurance evidencing the coverages set forth in the General Specifications.

I-4. SECURITY FOR PERFORMANCE

The Proposal shall be accompanied by a letter from a recognized Surety Company stating that a Performance Bond will be furnished by it to the person/firm submitting the Proposal in the event they are the successful Proponent. Such letter is to be signed by an authorized representative of the Surety Company with a certified and effectively dated copy of the power of attorney attached thereto.

The successful Proponent will be required to furnish a Performance Bond as security for faithful performance of the Contract. Said Performance Bond must be in the amount indicated in the General Specifications. The form of said Performance Bond is attached.

The Surety Company on the Bond shall be a duly authorized Surety Company authorized to do business in the State of Michigan.

I-5. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, Instructions to Proponents, and General Specifications including all incidentals necessary to fully complete said work in accordance with the Contract Documents executed.

I-6. CONDITIONS

Each Proponent shall fully acquaint itself with the conditions relating to the scope and restrictions attending the execution of the work proposed under the Contract. Proponents shall thoroughly examine and be familiar with the General Specifications.

I-7. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Proponent shall be requested of the Township in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Proponent. Every request for such explanation shall be in writing addressed to the Operations Manager, Charter Township of Fenton, 12060 Mantawauka Drive, Fenton, MI 48430-8817. Written requests may also be faxed to the Operations Manager at (810) 629-9736, or e-mailed to tbroecker@fentontownship.org.

Addenda issued to Proponents prior to the submission deadline for receipt of Proposals shall become part of the RFP and Contract Documents, and all Proposals shall address the addition/revision/clarification/etc., described in the Addenda.

No inquiry received after 5:00 p.m. October 4, 2018, (five (5) working days prior to the submission deadline for Proposals), will be given consideration.

I-8. NAME, ADDRESS AND LEGAL STATUS OF THE PROPONENT

The Proposal must be properly signed in ink and the address of the Proponent given. The legal status of the Proponent, whether corporation, partnership or individual, shall also be stated in the Proposal.

I-9. ADDITIONAL INFORMATION

Proposals shall include the following supporting data regarding the qualifications of the Proponent:

- a. An itemized list of the Proponent's equipment available for use on the Contract.
- b. A copy of the Proponent's latest available certified financial statement.
- c. Evidence that the Proponent is in good standing under the Township's ordinances and the laws of the State of Michigan. Evidence would include valid licenses, permits and any other such information that the Proponent may feel will help demonstrate to the Township that their firm is in good standing with local and State laws and ordinances.
- d. Evidence, in form and substance satisfactory to the Township, that the Proponent (or Proponent's subsidiaries or affiliates), has been in existence as a going concern for more than three (3) years and possesses not less than three (3) years actual operating experience as a going concern in providing the proposed service.

- e. A list of three (3) relevant municipal references, including addresses and telephone numbers.
- f. Information regarding the landfill(s) to be utilized by the Proponent relating to location and capacity.
- g. Any other additional information deemed necessary by the Township to determine whether the Proponent is a qualified and responsible Proponent capable of fulfilling the terms of the Contract.

I-10. OPENING OF PROPOSALS

All Proposals received by the submission deadline shall be publicly opened and read at 3:00 p.m. Thursday October 11, 2018. All Proponents are invited to be present.

I-11. REJECTION OF PROPOSALS

The Township reserves the right to reject any and all Proposals, waive any informality in any Proposal, or to accept any Proposal should it be deemed to be in the Township's best interest to do so.

I-12. CONTRACT EXECUTION

The Proponent to whom the Contract is awarded shall, within thirty (30) calendar days of notice from the Township, enter into a written contract with the Township and furnish bonds, insurance, etc. as hereinafter specified. Failure to execute a Contract or to furnish the necessary bonds, insurance, etc. shall be considered cause for annulment of the award and forfeiture of the Proponent's Surety Bond.

I-13. QUANTITIES

The current number of residential units to be serviced in the Township is 6,008 (as of 8/31/18). This number is for Residential Units only and does NOT include non-residential users, (i.e. multi-family residential, commercial and office). Due to the type of business operation and space constraints, non-residential users may seek to contract with the Contractor for curbside waste collection. Curbside collection for non-residential users may only be done under separate contract between the user and the Contractor and shall not be considered as a part of the Township's Contract.

I-14. TERM OF CONTRACT

Proposals shall address, to the greatest extent possible, all possible service delivery impacts, including but not limited to bid prices, equipment, etc., throughout the term of the proposed Contract. The Township seeks to have the Residential Solid Waste Collection and Disposal, Recycling and Composting Contract last a term of four (4) years, beginning January 1, 2019.

CHARTER TOWNSHIP OF FENTON

PERFORMANCE BOND

**RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL,
RECYCLING AND COMPOSTING**

KNOW ALL MEN BY THESE PRESENTS, That we, _____

hereinafter referred to as "Principal", as Principal, and _____

a corporation organized and existing under the laws of the State of _____

_____ and authorized to transact business in the State of Michigan, hereinafter

referred to as "Surety", as Surety, are held firmly bound onto the Charter Township of

Fenton, Genesee County, Michigan, hereinafter referred to as "Obligee", as Obligee, in

the penal sum of Five-Hundred Thousand Dollars (\$500,000), good and lawful money of

the United States of America, for the payment of which, well and truly to be made, we bind

ourselves, our heirs, administrators, executors, successors, and assigns, jointly and

severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee,

dated the ____ day of _____, 20____, for Residential Solid Waste Collection and

Disposal, Recycling and Composting which contract is hereby referred to and made part

hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the

Principal shall faithfully perform the Contract on their part, free and clear of all liens arising

out of claims for labor and materials entering into the performance of the contract and

indemnify and save harmless the Obligee from all loss, cost or damage that they may

suffer by reason of the failure to do so, then this obligation shall be void; otherwise to

remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceeding shall be had or maintained

against Surety on this bond unless the same be brought or instituted within one (1) year

after the date of completion or default by Principal. Written notice to Principal and Surety

must be given within thirty (30) days after the occurrence of an alleged default or failure

to perform.

Signed and sealed this _____ day of _____, 20____.

(SEAL)

Principal

By: _____

(SEAL)

Surety

By: _____

CHARTER TOWNSHIP OF FENTON

GENERAL SPECIFICATIONS

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL, RECYCLING AND COMPOSTING

GS-1. DEFINITIONS

For the purpose of this Request for Proposal (RFP), the following words and phrases shall be interpreted as follows:

a) **Bags-Refuse** - Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.

b) **Bags-Compost** - Brown paper bags designed to store compostables and yard waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.

c) **Bulky Items** - An item of waste either too large or too heavy to be safely and conveniently loaded into residential solid waste collection vehicles by the personnel available. Bulky Items include, but are not limited to, stoves, refrigerators, water tanks, washing machines, furniture, bed springs and mattresses, and other discarded materials incidental to the usual routine of major housekeeping. Bulky Items do not include Construction Debris, dead animals or Hazardous Waste (Household or otherwise) with weights or volumes greater than those allowed for Containers.

Refrigeration units must have Freon removed by a certified technician, indicated by a sticker prior to collection. The Residential User is responsible for the removal and disposal of the Freon in the refrigeration unit prior to collection by the Contractor.

d) **Bundle** - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding lengths of forty-eight inches (48") or fifty (50) pounds in weight.

e) **Christmas Trees** - Trees used for decoration to celebrate the Christmas and other religious holidays.

f) **Co-mingled Recyclable Materials** - corrugated cardboard, paper bags, paperboard, boxboard, magazines, catalogs, junk mail (envelopes, flyers, brochures, postcards, etc.), office paper (all types and sizes), telephone books, newspapers, pots & pans, steel & tin Cans, clear, brown & green Glass, aluminum cans, plastic jugs/bottles (#1 & #2), household plastics (#3, #4, #5, #6 & #7), plastic bags (retail & grocery bags), and any other such items as the parties may agree to in writing, placed in a single approved Recycling Bin for Curbside Collection. Said items shall be sorted by the Contractor.

g) **Compostables** - Common yard waste such as lawn clippings, leaves, grass, flower stems, tree and shrub trimmings, etc. collected curbside for processing into humus

or compost. Compostables that are not placed into Compost Bags or a properly marked Container shall be securely bundled with twine or rope, be no longer than forty-eight inches (48") in length, and weigh no more than fifty (50) pounds.

h) Construction Debris - Waste building materials, including but not limited to, wood, nails, siding, plumbing fixtures, counter tops, etc., resulting from construction, remodeling, repair or demolition operations. That amount of such associated with small remodeling projects, including but not limited to such items as sinks, toilets, and small amounts of ceiling tiles, carpet, flooring materials, wood nails, screws, siding, roofing shingles, etc. shall be considered waste materials incidental to occupancy and maintenance of a Residential Unit, and shall be accepted by the Contractor as a normal generation of refuse from households.

i) Container - A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid. The weight of a Container and its contents shall not exceed fifty (50) pounds.

j) Contract - A written document containing the Request for Proposals, Instructions to Proponents, Contractor's Proposal, General Specifications, Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the Township and the Contractor.

k) Contractor - The person, partnership or corporation performing Residential Solid Waste Collection and Disposal, Recycling and Composting under contract with the Township.

l) Curbside Collection - The collection of solid waste, including Bulky Items, Garbage, Refuse, Compostables, Recyclables, etc. which have been placed for pickup in appropriate bags, containers, bins, bundles, etc. at the side of a public or private road adjacent to the abutting private property. Collection shall include the pickup, removal, transportation, processing, sorting, recycling, composting or disposal of said items.

m) Garbage - All wastes resulting from the handling, preparation, cooking and consumption of food; storage and sale of produce; disposable fruits from residential fruit trees; and normal household waste and trash, except as otherwise excluded.

n) Household Hazardous Waste - Any waste material which is classified as ignitable, corrosive, reactive, or toxic or other such materials specifically defined as hazardous by the Michigan Hazardous Waste Management Act (P.A. 64 of 1979, as amended) or by the Federal Resource Conservation and Recovery Act of 1976, as amended.

o) Landfill - A solid waste disposal area for which a permit is required and has been issued under the authority of Michigan P.A. 641 of 1978, as amended, that receives solid waste for ultimate disposal in or upon land. The Contractor shall provide the Township with a listing of Landfills and facilities utilized to dispose of solid waste collected in the Township.

p) Municipality - A local government jurisdiction

- q) **Owner** - The Charter Township of Fenton
- r) **Producer** - An occupant of a Residential Unit who generates Residential Solid Waste.
- s) **Recyclables** - corrugated cardboard, paper bags, paperboard, boxboard, magazines, catalogs, junk mail (envelopes, flyers, brochures, postcards, etc.), office paper (all types and sizes), telephone books, newspapers, pots & pans, steel & tin Cans, clear, brown & green Glass, aluminum cans, plastic jugs/bottles (#1 & #2), household plastics (#3, #4, #5, #6 & #7), plastic bags (retail & grocery bags), and any other such items as the parties may agree to in writing, placed in a single approved Recycling Bin for Curbside Collection. Said items shall be sorted by the Contractor.
- t) **Recycling Carts** - rolling carts to be utilized to contain recyclables for Curbside Collection. The contractor shall be required to provide 65 and 95 gallon carts for recyclables. The contractor shall provide recycling carts to all residents, and repair or replace said recycling carts as needed. All recycling carts shall remain the property of the Contractor.
- u) **Refuse** - A mixture of Residential Solid Waste and Bulky Items, Construction Debris, Garbage, Recyclables, Compostables, Rubbish and other such items generated by a Residential Unit, unless the Contract otherwise requires.
- v) **Residential Solid Waste** - A mixture of Bulky Items, Construction Debris, Garbage, Recyclables, Compostables, Refuse and Rubbish and other such items generated by a Residential Unit. Residential Solid Waste does not include human body waste, liquid waste, or any other material that has been identified by State or Federal regulation to be unsuitable for disposal in a type II sanitary landfill.
- w) **Residential Unit** - A dwelling unit located in the Charter Township of Fenton occupied by a person or group of persons comprising not more than two (2) families. A Residential Unit shall be deemed occupied when domestic light and power services are being supplied thereto. Each dwelling unit shall be charged separately as a Residential Unit, (i.e. a duplex shall be considered two (2) Residential Units). Residential Units shall not include mobile home or trailer parks, apartment buildings and complexes, townhouses or other multiple family areas, or any commercial, industrial or office facility. The Contractor may negotiate by private contract with those areas.
- x) **Rubbish** - Miscellaneous solid waste material resulting from housekeeping, including but not limited to packing boxes, cartons, packing materials, excelsior, paper, magazines, ashes, bottles, glassware, dishes rubber, rags, wood, leather, automobile tires, small automobile parts (except batteries), floor sweepings, and the like. It may also further include Bulky Items and other material incidental to occupancy and maintenance of a Residential Unit.
- y) **Scope of Work or The Work** - The furnishing of all labor, materials, equipment, vehicles and other incidentals necessary for the successful completion of the Contract and the carrying out of all duties and obligations imposed by the Contract.
- z) **Township** - The Charter Township of Fenton.

aa) **Township Supervisor** - The duly elected or appointed Supervisor of the Charter Township of Fenton.

ab) **Trash** - same as “Garbage” and/or “Rubbish”.

ac) **Trash Carts** – rolling carts to be utilized to contain garbage, rubbish and trash for Curbside Collection. The contractor shall be required to provide 65 and 95 gallon carts for trash. The contractor shall provide trash carts to all residents, and repair or replace said trash carts as needed. All recycling carts shall remain the property of the Contractor.

ad) **Yard Waste** - Common yard waste such as lawn clippings, leaves, grass, flower stems, tree and shrub trimmings, etc. collected curbside for processing into humus or compost. Compostables that are not placed into Compost Bags or a properly marked Container shall be securely bundled with twine or rope, be no longer than forty-eight inches (48”) in length, and weigh no more than fifty (50) pounds. Yard Waste does not include large branches, trees, or non-combustible materials that are too bulky for collection in residential solid waste collection equipment. See (h) *Compostables*.

ae) **Unit Price** - The monthly cost of providing Residential Solid Waste Collection and Disposal, Recycling and Composting to each Residential Unit.

GS-2. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, material, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents. The successful Contractor shall submit the documentation necessary to prove that it is capable of completing the Scope of Work. In addition, the successful Contractor shall provide proof that they have access to a sanitary landfill, recycling facility and compost site for the life of the Contract.

Work will include weekly curbside collection of solid waste and compostables. Recycling may be on a bi-weekly basis. Collection of all materials shall occur on the same day.

GS-3. TYPES OF COLLECTION

The successful Contractor shall provide the following types of curbside collection:

a) **Collection to Be Provided** - The Contractor shall provide curbside collection service and disposal of the collection of Residential Trash and Compostables to each Residential Unit one time per week. The Contractor shall provide curbside collection service and disposal of the collection of Residential Recyclables to each Residential Unit one time every two weeks. The Contractor shall provide one 65-gallon or 95-gallon Trash Cart and one 65-gallon or 95-gallon Recycling Cart to each Residential Unit. Trash Carts, Recycle Carts, Yard Waste Containers, Bags, Bundles, etc. shall be placed a curbside by 6:00 a.m. on the designated collection day. Collection shall include collection and disposal of Bulky Items. Curbside collection of Compostables shall be provided for the period of April 1st through November 30th of each year of the Contract.

b) **Collection of Township Solid Waste** - The Contractor shall provide collection service and disposal of Solid Waste, Refuse, Rubbish, Recyclables and Compostables contained in trash containers located on Township owned property. In addition, the Contractor shall furnish and service, at no additional expense to the Township, dumpsters of adequate capacity at the Fenton Township Civic Community Center, Fenton Township

Fire Station #1, Fenton Township Fire Station #2, the Fenton Township DPW Building and other Township facilities as the Township deems necessary.

c) Location of Trash Carts, Recycling Carts, Containers, Bags and Bundles for Collection - Each Trash Cart, Recycling Cart, Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of Right-of-Way or Easement adjacent to public and private streets and roadways within the Township. Trash Carts, Recycling Carts, Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

d) Christmas Tree Collection - The Contractor shall collect discarded Christmas Trees, if placed at the curbside, within three (3) weeks of the Christmas holiday, and will transport the same to a compost site for composting.

GS-4. OPERATIONS

The Contractor shall adhere to the following operational requirements:

a) Hours of Operation - Collection of Residential Solid Waste shall not begin before 6:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Township and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection day due to unusual circumstances.

b) Collection Routes and Schedules - Collection Routes and Schedules shall be established by the Contractor. The Contractor shall submit a map designating the collection routes, specifically identifying starting and ending points, and the estimated Collection Schedule to the Township for its approval, which approval shall not be unreasonably withheld. The Township shall keep said Collection Route map and Schedule on hand for dissemination to the public in a manner that the Township deems to be appropriate. The Contractor may from time to time propose to the Township for approval of changes in routes, schedules or days of collection, which approval shall not be unreasonably withheld. Should the Contractor seek to change approved routes, schedules or collection days, which shall become effective in less than ninety-one (91) days, the Contractor shall be responsible for promptly giving written and published notice to the affected Residential Units. For route, schedule or collection day revisions approved by the Township to become effective in ninety-two (92) days or later, the Township shall be responsible for promptly giving written or published notice to affected Residential Units.

c) Holidays - The following shall be recognized holidays for the purpose of this Contract:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection on the holiday, but such decision in no manner relieves the Contractor from its obligation to provide collection service at least once per week.

d) Complaints - The Contractor shall have a telephone number and name of a contact person for the disposition of problems and/or complaints. In addition, the Contractor shall provide the Township in writing an emergency number and an alternate emergency telephone number for the purpose of contacting the Contractor in case of a serious complaint. All complaints shall be made directly to the Contractor and shall be given prompt courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for collection of the Refuse not collected within twenty-four (24) hours after the complaint is received.

e) Collection Equipment - The Contractor shall provide an adequate number of vehicles and equipment necessary to perform the regular collection services required under the Contract. All vehicles and other equipment shall be kept in good repair, appearance and sanitary condition at all times. Each vehicle shall be clearly identified on each side with the name and telephone number of the Contractor. Equipment and vehicles found to violate these requirements shall be removed from service immediately and replaced with acceptable equipment.

f) Office - The Contractor shall maintain an office and/or other such facilities through which it can be contacted. It shall be equipped with sufficient telephones and have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

g) Hauling - All Solid Waste, Refuse, Rubbish, Recyclables and Compostables hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling, falling or blowing is prevented. Equipment found not to comply with these hauling requirements shall be removed from service immediately and replaced with acceptable equipment. The Contractor shall be responsible for any and all cleanup required resulting from improper collection and hauling.

h) Disposal - The charge for collection, transport, sorting, processing and disposal shall be included in the Unit Price set forth in the Proposal for each Residential Unit serviced by the Contractor.

i) Notification - The Contractor shall identify the person or position responsible for all dealings, contacts, etc. between the Township and the Contractor. The Contractor shall direct all dealings with the Township to the Township Supervisor or his designee.

j) Responsibility for Permits - The Contractor agrees to assume complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of materials under the terms of the Contract. Copies of all permits will be provided to the Township. The Contractor further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government, and save the Township from any violations therefrom.

k) Disposal Sites - Disposal sites to be used by the Contractor must operate in accordance with Michigan Act No. 641 of the Public Acts of 1978, as amended, and the "Regulations Governing Solid Waste Disposal Areas: as prepared by the State of Michigan Department of Public Health. A copy of the disposal site license and insurance certificates shall be provided to the Township. If, for any reason, the Contractor decided to change the disposal sites, the Township shall be given notice within five (5) working days of such change. The Township shall be given the right to inspect and audit the landfill, recycling facilities, and any such facility as the Contractor shall control.

GS-5. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the Township on the subject.

GS-6. EFFECTIVE DATE AND TERM

The Contract shall be effective upon the execution of the Contract, and performances of such Contract shall begin January 1, 2019. Said Contract shall be in effect for a period of four (4) years.

GS-7. NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin or physical disability.

GS-8. INSURANCE

The Contractor shall at all time during the term of the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. The public officials and employees of the Township shall be included as additional insured. All insurance shall be by insurers and for the policy limits acceptable to the Township prior to the commencement of work hereunder. The Contractor agrees to furnish the Township with certificates of insurance satisfactory to the Township. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellations or material change in policy affecting the certificate holder, thirty (30) days prior written notices will be given the certificate holder.”

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

INSURANCE COVERAGES	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability - Except Automobile	\$500,000 per Occurrence \$1,000,000 Aggregate
Property Damage Liability - Except Automobile	\$500,000 per Occurrence \$1,000,000 Aggregate
Automobile Bodily Injury Liability	\$500,000 per Occurrence \$1,000,000 Aggregate
Automobile Property Damage Liability	\$1,000,000 per Occurrence
Excess Umbrella Liability	\$5,000,000 per Occurrence

GS-9. PERFORMANCE BOND

The Contractor will be required to furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount of \$500,000 and

made payable to the Charter Township of Fenton. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract.

The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Michigan.

GS-10. TRANSFER ABILITY

Other than by operations of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Township, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the liability of the Contractor.

GS-11. INVOICING AND PAYMENTS

Payments to the Contractor shall be made once per month based on the current month's number of Residential Units serviced. On the first of each month the Township shall determine the current number of Residential Units to be serviced for that month. This number shall properly reflect any additions or deletions. The Contractor shall then multiply the current number of Residential Units by the Contract Unit Price to determine the current month's charge. The monthly payment shall be made following the Township Board's approval at a regular or special board meeting each month.

If the Contractor has reason to believe that the number of serviced Residential Units provided by the Township is incorrect, the Contractor may, at its own expense, conduct a manual count of all Residential Units in the Township. The Township reserves the right to verify any such count.

In determining Unit Prices, the Contractor shall average out the annual cost of Residential Solid Waste Collection and Disposal, Recycling and Composting and divide the cost by twelve. This will calculate a level fee, rather than a fluctuating seasonal fee associated with increased operating costs during certain seasons such as composting from April 1st to November 30th.

GS-12. TOWNSHIP'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be judged bankrupt or if they should make a general assignment for the benefit of their creditors or if a receiver should be appointed on account of their insolvency or if they should persistently or repeatedly refuse to supply enough labor, materials or equipment to maintain the established schedule or collections or if they should persistently disregard laws of the State of Michigan and ordinances of the Township or otherwise be guilty of substantial violation of any provision of the Contract, the Township may, without prejudice to any other right or remedy, terminate the Contract and re-let the same. A minimum of thirty (30) days written notification will be given to the Contractor prior to termination of the Contract.

GS-13. TOWNSHIP'S RIGHT TO MODIFY CONTRACT

The Township reserves the right to negotiate with the Proponent and/or Contractor for a change in terms of the Contract, during the term of the Contract and to make adjustments relative to the implementation of a change that reduces or modifies the waste stream. If the Township and the Proponent and /or Contractor are unable to agree on a revised contract, the Township may seek new proposals and, upon a minimum of ninety (90) days written notice from the Township may terminate the unexpired portion of the Contract. The

Township shall not be liable for any cost under this section beyond the Contract price for the period where the service is actually provided.

GS-14. BREACH OF CONTRACT

In the event that any of the provisions of this Contract are breached by the Contractor, then the Township shall provide written notice to the Contractor of the breach or pattern of behavior that constitutes the breach and allow the Contractor reasonable time to cure the breach or patten of behavior. If the breach or patten of behavior that constitutes the breach is not cured, then the Township shall have the right to rescind the Contract by sending written notice to the Contractor of the cancellation and termination.

GS-15. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall observe all Township ordinances relating to obstructing streets, keeping passageways open and protecting same, and shall obey all laws and ordinances controlling or limiting those engaged in the work. The Contractor is granted the privilege of using the public streets for the purpose of doing the work specified in the Contract, but is not granted exclusive use of such streets. The Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners. The Contractor also accepts sole responsibility for any damage to any public or private property resulting from their performance of the work, including but not limited to responsibility for damage resulting from leakage or spillage.

CHARTER TOWNSHIP OF FENTON

PROPOSAL FORM

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL, RECYCLING AND COMPOSTING

Proposal Submitted By:

The undersigned (individual) (partnership) (corporation duly organized under the laws of the State of Michigan), having carefully read and considered the terms and conditions of the Request for Proposal (RFP), Instructions to Proponents and General Specifications for Residential Solid Waste Collection and Disposal, Recycling and Composting for the Charter Township of Fenton, does hereby offer to perform such services on behalf of the Township, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the RFP, the Instructions to Proponents and General Specifications at the rates (expressed in words and figures) hereinafter set forth.

Further, the undersigned:

- a) Proposes to furnish all labor, equipment and materials necessary to perform the Contract requirements.
- b) Agrees to perform all required work in accordance with all elements of this Proposal.
- c) Submits this Proposal in good faith and without fraud or collusion.
- d) Submits this Proposal based solely upon the undersigned own independent business judgement.

The undersigned submits the Unit Prices herein for the term of the Contract for Solid Waste Collection and Disposal, Recycling and Composting. Note - the Per Unit Price for Composting reflects roadside/curbside collection of compostables from April 1 through November 30 plus two weeks in January, with the cost being spread out equally over the course of the year (12 months) rather than requiring a seasonal billing adjustment.

Year 1 - January 1, 2019 through December 31, 2019	
Description Unit	Price Per Unit/Per Month
Collection of Solid Waste at Residential Units	\$
Collection of Compostables at Residential Units	\$
Collection of Recyclables at Residential Units	\$
TOTAL COST	\$
Fuel Surcharge (attach additional info if necessary)	\$

Year 1 - January 1, 2020 through December 31, 2020

Description Unit	Price Per Unit/Per Month
Collection of Solid Waste at Residential Units	\$
Collection of Compostables at Residential Units	\$
Collection of Recyclables at Residential Units	\$
TOTAL COST	\$
Fuel Surcharge (attach additional info if necessary)	\$

Year 1 - January 1, 2021 through December 31, 2021

Description Unit	Price Per Unit/Per Month
Collection of Solid Waste at Residential Units	\$
Collection of Compostables at Residential Units	\$
Collection of Recyclables at Residential Units	\$
TOTAL COST	\$
Fuel Surcharge (attach additional info if necessary)	\$

Year 1 - January 1, 2022 through December 31, 2022

Description Unit	Price Per Unit/Per Month
Collection of Solid Waste at Residential Units	\$
Collection of Compostables at Residential Units	\$
Collection of Recyclables at Residential Units	\$
TOTAL COST	\$
Fuel Surcharge (attach additional info if necessary)	\$

The Undersigned agrees to accept, transport, sort and process the following list of co-mingled Recyclables:

RECYCLABLES:		
Material	Accepted - Yes or No	Types(s) / Restriction(s)
Newspaper		
Office Paper (all types)		
Magazines & Catalogs		
Telephone Books		
Paper Bags		
Junk Mail (envelopes, flyers, etc.)		
Corrugated Cardboard		
Paperboard / Boxboard		
Pots & Pans		
Glass - Clear		
Glass - Brown		
Glass - Green		
Aluminum Cans		
Steel & Tin Cans		
Plastics - #1		
Plastics - #2		
Plastics - #3		
Plastics - #4		
Plastics - #5		
Plastics - #6		
Plastics - #7		
Plastic grocery bags		
Other:		
Other:		

LANDFILL INFORMATION:
Name & location of the landfill that would be utilized for disposal of trash from Fenton Township

What is the current remaining capacity in this landfill?
_____ Years

The Undersigned submits the following names and telephone numbers of three (3) Michigan municipalities under contract with our firm for similar services.

REFERENCES:	
Municipality	Contact Name / Telephone Number

The undersigned submit this Proposal with the understanding that if my Proposal is accepted, I will execute a written Contract with the Charter Township of Fenton that will embody the terms as outlined in the RFP, the Instructions to Proponents, the General Specifications and this Proposal

UNDERSIGNED PROPONENT'S SIGNATURE:	
Signature:	
Printed Name:	
Date:	
Title:	
Company Name:	
Address:	
Telephone Number:	