

**FINANCE DEPARTMENT
DIVISION OF PURCHASES & SUPPLIES**



Sheldon A. Neeley, Mayor

CITY OF FLINT PROPOSAL NO. 21000592

**WASTE COLLECTION SERVICES FOR
CITY OF FLINT**

Date Posted: 02/11/21

CITY OF FLINT PROPOSAL NO. 21000592

WASTE COLLECTION SERVICES FOR
CITY OF FLINT

Based on the COVID-19 public health threat, it is recommended that people not gather in groups larger than 10 people in order to "flatten" the curve and slow the spread of the virus. If dropping off a bid, please wear a mask.

Thank you.

CITY OF FLINT IS AN EQUAL OPPORTUNITY EMPLOYER

TABLE OF CONTENTS

Waste Collection Milestone Schedule4
SECTION 1 - INSTRUCTIONS TO PROPOSERS7
SECTION 2 - STANDARD CONTRACTUAL TERMS & CONDITIONS13
SECTION 3 - ADDITIONAL TERMS & CONDITIONS.....19
SECTION 4 – SCOPE OF SERVICES20
SECTION 5 - QUALIFICATIONS OF PROPOSERS26
SECTION 6 – SUPPLEMENTAL CONDITIONS26
SECTION 7 – INSURANCE27
SECTION 8 – INFORMATION REQUIRED FROM PROPOSERS29
SECTION 9 - EVALUATION & SELECTION PROCEDURE30
SECTION 10 – EVALUATION CRITERIA.....31
EXHIBIT A - CHECKLIST.....32
SIGNATURE PAGE...34
REFERENCES35
STATEMENT OF EXCEPTIONS.....37
CAPACITY INFORMATION38
CITY OF FLINT DUMPSTERS LOCATION39
EXHIBIT B – ANALYSIS FORM (3 YRS. & 5 YRS.).....41
EXHIBIT C – BID FORM45
INSURANCE CHECKLIST49
PROSPECTIVE CONTRACTOR’S STATEMENT50
TRASH PICKUP MAP.....51
FREQUENT QUESTIONS AND ANSWERS.....52

WASTE COLLECTION SERVICES
Waste Collection Milestone Schedule

Proposal Due Date: **Tuesday, March 9, 2021 by 3:00 PM (EST)**

Submit to City: 1 printed, signed, original proposal and signed addenda

2 copies of all submitted documents

1 USB flash drive containing an electronic version of the COMPLETE proposal

A mandatory Vendor pre-proposal meeting will be held on Wednesday, February 17, 2021 by 10:00 AM.

Send to:

City of Flint
Department of Purchases & Supplies
1101 S. Saginaw St., Rm. 203
Flint, Michigan 48502

Important Notice:

Effective immediately upon release of this request for proposal (RFP), and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to:

Joyce A. McClane, Purchasing Manager
810-766-7340
jmcclane@cityofflint.com

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP. It is anticipated that an addendum to this RFP will be developed and shared with all Vendors. Addenda will include Vendor questions, City responses and additional information that the City wishes to include to assist Vendors with development of responses. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

Anticipated Timeline Overview

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed. In the event that it is necessary to change any of the specific dates and times in the calendar of events listed below, an addendum to this RFP will be issued.

WASTE COLLECTION SERVICES
Waste Collection Milestone Schedule

Milestone	Timeframe
RFP issuance	Thursday, February 11, 2021
Questions to submit before Mandatory Vendor pre-proposal meeting	Monday, February 15, 2021 before 10:00 AM
Vendor pre-proposal meeting	Wednesday, February 17, 2021 by 10:00 AM
Deadline for clarification questions	Thursday, February 18, 2021 by 10:00 AM
City distributes responses for Vendor RFP clarification questions and additional Information in addenda	Monday, February 22, 2021 by 11:00 AM
Vendor proposals due date	Tuesday, March 9, 2021 by 3:00 PM
Notification of interviews (if applicable)	TBD
Vendor interviews	TBD
Selection of Vendor	March 2021
Delivery of Transition Plan (due)	May 15, 2021
Commencement of Waste Collection Services	July 1, 2021

Any written questions regarding this project shall be directed to Joyce McClane at jmcclane@cityofflint.com using the subject title of "RFP #21-592 – WASTE COLLECTION SERVICES Question." **Questions must be submitted by Monday, February 15, 2021 before 10:00 AM (EST)**, and the responses will be discussed during the pre-conference meeting and posted no later than February 22, 2021.

MANDATORY Vendor Pre-Proposal Meeting – Wednesday, February 17, 2021 at 10:00 AM

[Join with Google Meet](#)

meet.google.com/ezg-npta-whz

Meeting ID

meet.google.com/ezg-npta-whz

Phone Numbers

[\(US\)+1 617-675-4444](tel:+16176754444)

PIN: 420 486 880 5853#

If you have any problems signing in, please call AuLisa McGovern at (810) 766-7340
amcgovern@cityofflint.com

Sincerely,



Joyce A. McClane
Purchasing Manager
Division of Purchases & Supplies

PAGE LEFT BLANK INTENTIONALLY

SECTION 1 - INSTRUCTIONS TO PROPOSERS

This section provides general instructions to proposers/bidders.

1. Sealed proposals will be received until **3:00 p.m. (EST), March 9, 2021**, at the City of Flint – Finance Department – Division of Purchases & Supplies, 1101 South Saginaw Street, Room 203, Flint, MI, 48502. The City of Flint Purchasing Division hours of operation are 8:00 a.m. to 5:00 p.m., Label the envelope containing the proposal number and title. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.** A Mandatory Vendor pre-proposal meeting will be held on **Wednesday, February 17, 2021 by 10:00 AM. (EST).**

*A bid guaranty in the amount of \$200,000.00 must be submitted with the proposal. A Cashier's check will not be accepted as an alternative.

All proposals become the property of the City of Flint. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Failure to provide the required number of duplicate copies may result in rejection of your proposal.

Submit to City:

1 printed, signed, original proposal and signed addenda

2 copies of all submitted documents

1 USB flash drive containing an electronic version of the COMPLETE proposal

2. Michigan Inter-governmental Trade Network – an alternate review of RFP can be done at <https://www.bidnetdirect.com/mitn>.
 - City of Flint has partnered with BidNet as part of the Michigan Inter- governmental Trade Network (MITN) and will post their bid opportunities to this site. As a vendor, you can register with Michigan Inter-governmental Trade Network (use hyperlink or <https://www.mitn.info/Registration>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once the City of Flint has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call Michigan Inter- governmental Trade Network support department toll free 1-800-835-4603.
3. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other City employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
4. All prospective proposers shall be responsible for routinely checking the City of Flint Purchasing Division website at <https://www.cityofflint.com/finance/purchasing/bids-2/> under "open bids" and the specific bid or proposal number assigned to this notice for

issued addenda and other relevant information.

City of Flint shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.

5. **Standard Terms and Conditions:** Section 2 contains the City's Standard Contractual Terms and Conditions are attached to this RFP. After the award is made to the successful proposer, the City and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. **The City will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.**
6. **Insurance checklist:** The City of Flint requires a signed City of Flint Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to indemnify and defend the City of Flint against all claims or demands whatsoever, and to hold the City of Flint harmless from any loss or damage resulting therefrom.

7. **Proposal Format:** Proposals must be submitted in the format outlined in Section 8.
8. **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
9. **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents, and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
10. **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the

City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.

11. PROPOSAL SUBMISSION:

- The Bidder must include the following items, or the proposal may be deemed non-responsive:
 - All forms contained in this RFP, fully completed.
- Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, legal holidays as exception.
- Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
- Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP), and that the Contractor understands and agrees to abide by all of the requirements contained therein.
- All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
- Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
- All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.
- Proposals must be held firm for a minimum of 120 days.

12. EXCEPTIONS: Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.

13. **DUPLICATE BIDS:** No more than one (1) bid from any Bidder including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered or, at its sole option, reject all such multiple proposals.
14. **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
15. **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and/or to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or are in violation of the Clean Water Act, or has violated any permitting by the City, or Sewer Use Ordinances or any other City Ordinances, or any State or Federal regulatory agency, or if the Bidder is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
16. **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
17. **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if a contract is awarded.
18. **EVALUATION OF PROPOSAL:** The City shall evaluate proposals as specified in Section 9.
19. **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item and/or group of items. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.
20. **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (120) days

from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.

21. **LOCAL PREFERENCE:** Contractors/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the City Council. If the lowest non-local bidder does not exceed that of any Proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.
22. **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
23. **INSURANCE & BONDS:** The bidder whose proposal is accepted shall furnish bonds and evidence of insurance within five days from date of Notice of Award. In case of failure or refusal on the part of the bidder to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the City and the contract may be awarded to the next lowest responsible bidder. Upon the notification of award and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom and award is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.
24. **PROPOSAL SUBMISSION:** Proposals and all information requested of the vendor shall be entered in the appropriate spaces. Failure to do so may disqualify the vendor's offer. An authorized officer or employee of the bidder shall submit the proposal.
25. **PRICES:** Prices proposed shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such. Prices proposed shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.
26. **AMENDMENTS:** Corrections and/or modifications received after the bid closing time specified will not be accepted. Unit prices prevail.
27. **PRICING:** If applicable, all prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES, and remain in effect as specified in the quotation.

28. **AWARD:** Unless otherwise stated in the proposal documents, the City does not guarantee exclusivity of the contract for the proposed products or services. Award of the proposal shall be based upon a combination of factors, including but not limited to, adherence to proposal requirements, references and any other factors that may be in the City's best interest. The City reserves the right to reject any and all bids, and/or to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid; and to accept the proposal that in the opinion of the City is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specification; to accept a higher quotation which has only minor deviations. By signing the bid, the vendor agrees to accept a split award unless the awarded vendor clearly indicates that it takes exception. The bid will be awarded to that responsible, responsive bidder whose proposal conforms to this solicitation, and will be most advantageous to the City, with regard not only to price, but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City. Time of delivery may be a consideration in the award.

29. **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.

SECTION 2 - STANDARD CONTRACTUAL TERMS & CONDITIONS

The following standard terms and conditions are included in all City of Flint contracts and will be included in any contract awarded pursuant to this Request for Proposal, as deemed appropriate by the City of Flint in its sole discretion.

1. **Applicable Law:** This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.
2. **Scope of Services:** Contractor shall provide all of the services necessary to complete the project in accordance with the [REFERENCE BID/PROPOSAL DOCUMENTS].

All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition to any other remedies the City may have, if, within one year of the date of substantial completion of work, or within one year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, Contractor shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Contractor a written acceptance of such condition.

3. **Compensation:** The City shall pay for such services as have been set forth herein within 45 days of submission of proper invoices, releases, affidavits, and the like. Notwithstanding, the contract price shall not to exceed \$____. Contractor recognizes that the City does not guarantee it will require any set amount of services. Contractor's services will be utilized as needed and as determined solely by the City of Flint. Contractor expressly acknowledges that it, without limitation, has no right to payment of an amount exceeding the amount set forth in this Section. Contractor agrees that oral agreements by City officials to pay a greater amount are not binding.

(a) Contractor shall submit itemized invoices for all services provided under this Agreement identifying:

- (i) The date of service
- (ii) The name of person providing the service and a general description of the service provided.
- (iii) The unit rate and the total amount due.

Invoices shall be submitted to:

City of Flint
Accounts Payable
P.O. Box 246
Flint, MI 48501-0246
accountspayable@cityofflint.com

It is solely within the discretion of the City as to whether Contractor has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

4. **City Income Tax Withholding:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to City tax, after giving effect to exemptions, as follows:

- (a) **Residents of the City:** At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.

- (b) **Non-residents:** At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a material breach of this contract.

5. **Standards of Performance:** Contractor agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of Contractor. Contractor agrees that all of the obligations required by him under this Contract shall be performed by him or by others employed by him and working under his direction and control. The continued effectiveness of this contract during its term or any renewal term shall be contingent upon Contractor maintaining any certifications in accordance with any applicable legal requirements.
6. **Independent Contractor:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.
7. **Laws and Ordinances:** Contractor shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvements.
8. **Subcontracting:** No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor. Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

9. **Certification, Licensing, Debarment, Suspension and Other Responsibilities:** Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. Contractor may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.
10. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
11. **Good Standing:** Contractor must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.
12. **Arbitration:** Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must request the City's consent to arbitrate within 30 days from the date the Contractor knows or should have known the facts giving rise to the claim, dispute or question.
- (a) Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the Chief Legal Officer.
- (b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform Contractor whether it agrees to arbitrate. If the City does not consent, Contractor may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.

(c) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

(d) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.

(e) This provision shall survive the expiration or termination of this Agreement in perpetuity.

13. Indemnification: To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence, or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith or may file an action in a court of competent jurisdiction, the costs of which shall be paid by Contractor. This provision shall survive the termination and/or expiration of this agreement, in perpetuity.

14. Modifications: Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.

15. No Third-Party Beneficiary: No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

16. Non-Assignability: Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due

or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. **Non-Disclosure/Confidentiality:** Contractor agrees that Contractor will not disclose any confidential information provided to Contractor in furtherance of this Agreement, or in any other way make such documents public, without the express written approval of the City or the order of a court of competent jurisdiction.
18. **Non-Discrimination:** The Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, association with the federal government, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.
19. **Ethics:** Pursuant to the Flint City Charter §1-602 (I) entitled Notice, every public servant, volunteer and city, contractor is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services. Therefore, Contractor acknowledges receipt of Flint City Charter §1-602 and agrees that Contractor and its staff shall abide by the terms and participate in any training provided by the City/or update orientation as may be necessary from time to time. Public servants are all persons employed or otherwise engaged by the corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers, in accordance with Flint City Charter §1-602.
20. **Records Property of City:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint, and shall be disclosed to the City upon request.
21. **Severability:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such

provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

22. **Union Compliance:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, or personnel to be furnished by the City. However, this provision does not apply if its application would violate Public Act 98 of 2011.
23. **Waiver:** Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
24. **Whole Agreement:** This Agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties. This Agreement may be executed by facsimile and in counterparts, all of which, taken together, shall constitute a single agreement.

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

This section contains additional terms and conditions regarding this RFP.

1. **Purpose:** Through this RFP, City of Flint (“the City”) is soliciting proposals from qualified firms who can collect and manage Waste Collection Services as requested by the City of Flint Department of Public Works–Transportation Division (DPW-TD).
2. **Issuing Office:** This RFP is issued by the City of Flint – Finance Department-Division of Purchases and Supplies on behalf of the DPW-TD. The contact person is Joyce McClane, Purchasing Manager, City of Flint, 1101 South Saginaw Street, Room 203, Flint, Michigan 48502, phone: (810)-766-7340, and jmcclane@cityofflint.com Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than Monday February 15, 2020 by 10:00 AM (EDT), to the City of Flint Purchasing Division as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on City of Flint. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by the City of Flint.
4. **Addenda:** City of Flint reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Division website <https://www.cityofflint.com/finance/purchasing/bids-2/> under “open bids”. Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Disclosure:** All information in an offeror’s proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the “Freedom of Information Act”. This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as “confidential” or “proprietary,” the proposer must contact the Purchasing Division prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing to the City of Flint Purchasing Division as listed above.
6. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
7. **Acceptance of Proposal Content:** It is intended that, if a contract is entered into as a result of this RFP, the proposal will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

SECTION 4 – SCOPE OF SERVICES

The City of Flint (hereinafter "the City") is soliciting proposals from qualified contractors to provide residential trash, compost, and recyclable materials (hereinafter "refuse materials") collection services. This service shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal and disposal. The services requested will be for either a three (3) year or five (5) year period that may be extended or renewed after the initial term for a period up to two (2) years by mutual consent of both parties. If vendors are seeking to expand their workforce to accommodate this contract, the City encourages hiring citizens within the City in order to fulfill the company's requirements.

Information about the City of Flint

The City, incorporated in 1855, is located in the eastern part of the State of Michigan. The City currently occupies a land area of 32.8 square miles and serves a population of 111,475 (2010 Census Estimate¹). The City is empowered to levy a property tax on both real and personal properties located within its boundaries, as well as a 1% income tax for those who live within the City limits, or .5% for those who only work within the City limits. The City does not collect a fee from its residents; however, a three percent (3%) millage is assessed on properties within the City's boundaries.

The City has operated under the strong mayor- form of government since November 4, 1974. A new City Charter was adopted on August 7, 2017 and became effective on January 1, 2018. Legislative authority is vested in a City Council consisting of nine members elected for a four-year term (with the exception of the terms to begin after the November 2021 election, which will be a five-year term), from each of the nine wards in the City. The City Council is responsible for passing ordinances, adopting the annual budget, approving resolutions, appointing to City boards and commissions, and other responsibilities as outlined in the City's Code of Ordinances.

The Mayor is an elected official who serves as the chief executive officer of the City for a four-year term (except for the current mayoral office, which is a three-year term) in which he/she may be re-elected for additional terms. The Mayor may appoint a City Administrator to handle the day-to-day-operations for the municipality.

The City requires vendors to provide the following services:

Transitional Plan

- The written transitional plan will be delivered to the City no later than May 15, 2021.
- Provide a transitional plan for implementing services, which will include how the vendor will perform the services in the City, the routes that will be performed and the day of the week in which those routes will be serviced.

¹ The decennial census was completed in 2020, therefore actual population numbers may vary.

- Provide marketing plan that should include information on how selected Contractor will communicate services to the citizens of Flint along with how citizens will communicate back to the Contractor.

Waste Collection Services

- The City is requesting that the selected vendor provide refuse collection five (5) days a week for a full fiscal year (July 1 – June 30) for approximately 34,305 service units, with collection of Solid Waste one (1) time per week from City residences. If vendor would like to implement a collection system other than the said five days, vendor must articulate their plan within their proposal.
- Collection of Compost Material during appropriate season (April – November) one (1) time per week from City residences. Note: Consider a plan for the extension of service dates due to late leaf drops.
- Collection of Recyclable Material one (1) time per week from City residences
- Collection of both Solid Waste and Recycling Material from City of Flint Complex and out weekly.

Special Services:

- Bulk Pickups, large items (e.g. appliances and furniture), litter abatement, per week (Average of 8 per week) – an annual four-week spring cleanup throughout the City.
- Handicapped special pick-up services
- Eviction/move-out collection; Consider reduced cost of dumpsters for rental property owners
- Special residential and neighborhood collection initiatives
- Dead animal/Christmas Tree pickup and disposal
- Rubber tire plan for collection & disposal to include residential and community initiatives such as Blight, Household Hazardous Waste (“HHW”), which is commonly known as Recycle Day in Genesee County and Tire Buyback Programs (Average of 4,500 tires in past years)

Waste Disposal Services:

- Solid Waste picked up and delivered to a landfill that is licensed and State of Michigan approved.
- Compost Material delivered to a compost facility that is licensed and State of Michigan approved.
- Recyclable Material to a Material Recovery Facility that is licensed and State of Michigan approved.

Dumpsters:

- Vendor will provide dumpsters to various City facilities
- Vendor will provide dumpsters to special programs that involve remediating trash within the neighborhoods at no additional costs to the City of Flint. Special Programs are Blight department projects including Cleanups through Community Development Block Grant (“CDBG”) funds.

- Vendor will provide dumpsters for special events. Special Events include but are not limited to abandoned schools and park cleanups, administration and City Council neighborhood cleanups and neighborhood cleanups organized through Blight Department

Customer Service:

- Field and respond to all calls from customers for missed pickups
- Bi-weekly report on status of all inquiries, resolution to all issues and current status on unresolved issues; will report to an assigned City Representative
- Customer Service calls to vendor from resident should provide alternative options for disposing of unacceptable items.

Reporting:

- The City is requiring the vendor to submit reports that track tonnage and/or volumes for recycling and solid waste collected on a weekly basis.
- Monthly meetings required between vendor and City Representatives to review contract requirements, concerns of service, discuss needs of the residents, and any other topic to continue services in a fluid manner.
- In the second (2nd) and, if applicable, fourth (4th) years of the contract, perform (during the Fall Season between September 1st and October 31st) a house count with a representative of the City of Flint.

Additional Requests:

- Vendor is required to develop and submit a full Natural Disaster Debris Management Plan for the City of Flint in the first year of the awarded contract.
- Provide residents a means to dispose of up to one ton of debris free with a City permit at the landfill that is being utilized by said vendor.
- Recycling program enhancements - The City currently has approximately a 26% participation rate in recycling with citizens using an 18 gallon bin and an enhanced water bottle recycling program at the curb . The selected vendor will have to be able to enhance the recycling program for the residents.
 - The City is requesting that the vendor submit a plan that should include how the vendor will operate, market, maintain, and implement a recycling program that will increase the participation rate to 35% by the end of the of the contract and the use of larger containers for residents to use to dispose of recycling items.
 - For five-year proposals, the City is requesting that vendors articulate how recycling can be converted to a cart program.
- Blight - Lastly, the City has a blight concern. Vendor will have to include in their proposal a plan that will assist the City in fighting the blight problem. The plan can be articulated on a separate sheet of paper and must include the plan, how it will operate, and the cost associate with implementing said plan.

Submittal Requirements

Vendors that are interested in submitting proposals for these services must at a minimum submit the following information with their proposal:

Checklist

- Vendor must complete and submit checklist document (Exhibit A)

Cost

- Complete the analysis forms that are attached to this proposal (Exhibit B). Please note that the vendor is to provide pricing per each unit, for approximately 34,305 service units.
- Pricing is being requested for both a three-year (3) and five-year (5) contract period. Vendor is to provide a completed itemized pricing analysis form for each year.
- Vendor must sign and complete "Bid Form" (Exhibit C) and submit with proposal.

Capacity

- Vendor is to provide a list of equipment /assets in which company owns and intends to use to complete the work as defined in this document. City may contact vendor to perform an on-site inspection of listed equipment.
- Detail your company's financial health by providing the City with your latest financial statements or letters from appropriate sources (CPA/accountant) which should document that vendor has financial capacity to fulfill the contract obligations, finance required equipment, and working capital. Note: This information must be attached to the proposal at time of submittal. Incomplete proposals will not be considered.
- Provide a written overview of the services that the vendor will provide, detail any limitations that will be placed on each resident, how the program will function, and any details that are important for understanding the features of the vendors program. This overview should address all services specified in this scope of services.
- Vendor is to provide transitional plan and marketing plan as described in this RFP.
- Provide information on how your company will track, record, and submit monthly reports that reflect data on volumes of solid waste, compost, and recyclables collected.

Experience and Qualifications

- Describe experience your company has in providing similar services (include number of years).
- Identify all subcontractors (if applicable) and provide same information as proposed vendor. Vendor is to include the name of the landfill, Compost Facility, and Material Recovery Facility in which waste, compost, and recyclables will be disposed for the period of this contract. The City may request financial information of said facilities at a later date.
- Describe how your company meets or exceeds the minimum qualification of the services requested.

References

- Supply at least three (3) references of municipalities (city, county, township, etc.) or communities (or developments) that are similar in size to this request. Please include customer's name, dates of contracts, summary of services provided, reference contact name, phone number, and address.

Other

- Vendors will provide a plan to enhance a recycling program for its residents. Plan should include how the vendor will operate, market, maintain, and implement the program along with any incentives that the program will provide. The plan must also state how that vendor will increase the participation rate to 35% by the end of the contract and the use of larger containers for residents to use to dispose of recycling items. The City is requesting that vendors articulate how recycling can be converted to a cart program.
- Vendor will provide a plan on how to assist the City in combating blight throughout the City. The plan must include the how the plan will operate, and the cost associate with implementing said plan.
- Vendors will submit a plan that encompasses all requirements listed under the "Requested Services" section of this RFP.
- All information provided of the vendor is public information and will be available through the Freedom of Information Act (FOIA) after the bid is awarded without regard to the vendor placing any demarcation of "confidentiality" on its submittal.
- Vendors will provide educational and marketing material for residential distribution to support current waste service programs.
- Vendor will provide special pricing for commercial recycling opportunities e.g. apartment complexes, student housing, restaurants, retailers within the City of Flint to encourage participation in a recycling program.

The City of Flint is seeking the most cost-effective offer for these services, with minimum interruption for the City's residents. Vendors may submit proposals that they feel will accomplish the task as outlined in this proposal and articulate any alternatives or enhancements that will carry out the program.

Vehicle Requirements

- Must provide quarterly Michigan Department of Transportation (MDOT) Certification of all vehicles used within the City of Flint.
- Must provide Genesee County Metropolitan Planning Commission (GCMPC) proof of yearly permits on all vehicles used within the City of Flint.
- List of all vehicles being used within the City of Flint must be provided before service begins. All additions or deletions of servicing vehicles must be provided within a week of the change.

Once a vendor has been selected, the City may perform a vehicle inspection and will perform no more than four performance evaluations during the fiscal year, but at least twice during said period. Elements of the evaluation will be disclosed before the execution of the contract. In

addition, the City may assess penalties listed below for any documented incidents that are reported to the City. Penalties will be deducted from the monthly payment made by the City to the selected vendor. Disagreements will be subject to a review and resolution procedures that will be provided in the contract.

Action or Omission	Penalty Amt.
Failure to collect spilled materials	Cost of cleanup to the City plus \$1,000 each incident
Leakage from vendor's vehicles or vehicle contents	\$500 each vehicle, each inspection
Failure to collect any and all garbage or other waste within one business day after notification	\$250 each incident
Collection from residential premises on day other than scheduled day	\$50 per structure
Misrepresentation by vendor in records or report	\$1,500 per incident
Failure to make required reports on time	\$500 per incident
Failure to maintain clean and sanitary vehicles	\$250 per vehicle/per occurrence
Failure to comply with the hours of operation as required in this agreement	\$100 per incident

SECTION 5 - QUALIFICATIONS OF PROPOSERS

In order to qualify for submitting a proposal, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

At a minimum, -prospective proposers shall meet the following requirements for submission of a proposal:

- Describe experience your company has in providing similar services (include number of years)
- Identify all subcontractors (if applicable) and provide same information as proposed vendor. Vendor is to include the name of the landfill, Compost Facility, and Material Recovery Facility in which waste, compost, and recyclables will be disposed for the period of this contract. The City may request financial information of said facilities at a later date.
- Describe how your company meets or exceeds the minimum qualification of the services requested.
- Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
- The proposer must be primarily engaged in waste removal, and must have previous direct experience in the provision of the required services referenced in this solicitation.
- Services provided/worked performed by the proposer for clients identified as references must be described as superior or better by the proposer's references.
- The proposer's personnel and management to be utilized in the services required shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the work.
- The Contractor shall not have a record of having violated any standards of Federal, State, and Local regulations deemed serious violations by City of Flint, or debarred by another government entity.
- HAZWOPER (Hazardous Waste Treatment Storage and Disposal Facilities) and other Certification & State Licensing

If a proposer does not convince the City of Flint that it possesses the above minimum qualifications with the proposal submission, the City of Flint may not consider its offer for contract award.

SECTION 6 – SUPPLEMENTAL CONDITIONS

Standard Environmental Impairment Liability that includes Transportation and Non-Owned Waste Disposal Sites - \$1,000,000 limit.

SECTION 7 – INSURANCE

All proposers shall submit an executed Insurance Checklist as required for responsiveness. Should your proposal be successful, requisite insurances according to the specifications as detailed on the Insurance Checklist must be provided prior to any Contract Award as a result of this RFP. The City of Flint must be listed as an additional insured on any insurance certificate issued due to any contract award subsequent to this RFP.

INSURANCE REQUIREMENTS

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability - Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverages.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

SECTION 8 – INFORMATION REQUIRED FROM PROPOSERS

1. NON-RESPONSIVE PROPOSALS

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP
- B. The proposal does not follow the specified format as presented in this RFP
- C. The proposal is not adequate to allow a judgment by the reviewers

SECTION 9 - EVALUATION & SELECTION PROCEDURE

The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.

The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine the committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short list of proposals that are reasonably likely of being selected for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the City of Flint may request presentations by proposers, to carry out contract negotiations for the purpose of obtaining best and final offers, and/or conduct detailed reference checks on the short-listed proposers. Further, the City of Flint reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.

Once the ranking process is complete, the Evaluation Committee will recommend a contract award to the Purchasing Division regarding the apparent successful proposer(s). Upon acceptance, a recommendation will be made to the City Council Members for approval. The final recommendation made to the City Council will be based on review of the final scores.

Subsequent to final selection and award by the City Council Members, a contract will be negotiated with the successful proposers. Upon the successful completion of negotiations, contracts will be presented to the City Council Members for approval.

**EXHIBIT A
CHECKLIST OF ITEMS REQUIRED FOR SUBMISSION
OF PROPOSAL #21-592**

Vendors must complete this sheet and submit with their bid, along with the following items:

Vendors must complete this sheet and submit with their bid, along with the following items:

___ Checklist form

___ Cost information

- Complete the analysis forms that is attached to this proposal (Exhibit B). Please note that the vendor is to provide pricing per each unit, for approximately 34,305 service units.
- Pricing is being requested for both a three-year (3) and five-year (5) contract period. Vendor is to provide itemized pricing for each year.

___ Capacity information

- Vendor is to provide a list of equipment /assets in which company owns and intends to use to complete the work as defined in this document. City may contact vendor to perform an on-site inspection of listed equipment.
- Detail your company's financial health by providing the City with your latest financial statements or letters from appropriate sources (CPA/accountant) which should document that vendor has financial capacity to fulfill the contract obligations, finance required equipment, and working capital.
- Provide a written overview of the services that the vendor will provide, detail any limitations that will be placed on each resident, how the program will function, and any details that are important for understanding the features of the vendors program. This overview should address all services specified in the scope of services contained in this RFP.
- Vendor is to provide transitional plan and marketing plan as described in this RFP.
- Provide information on how your company will track, record, and submit weekly reports that reflect data on volumes of solid waste, compost, and recyclables collected.

___ Experience and qualifications

- Describe experience your company has in providing similar services (include number of years).
- Identify all subcontractors (if applicable) and provide same information as proposed vendor. Vendor is to include the name of the landfill in which waste, recycling and compost will be disposed for the period of this contract. The City may request financial information of said landfill at a later date.
- Describe how your company meets or exceeds the minimum qualification of the services requested.

_____ References

- Supply at least three (3) references of municipalities (city, county, township, etc.) or communities (or developments) that are similar in size to this request. Please include customer's name, dates of contracts, summary of services provided, reference contact name, phone number, and address.

_____ Other

- Vendors will provide a plan to enhance a recycling program for its residents. Plan should include how the vendor will operate, market, maintain, and implement the program along with any incentives that the program will provide. The plan must also state how that vendor will increase the participation rate to 35% by the end of the contract and the use of larger containers for residents to use to dispose of recycling items. The City is requesting that vendors articulate how recycling can be converted to a cart program.
- Vendor will provide a plan on how to assist the City in combating blight throughout the City. The plan must include the how the plan will operate, and the cost associate with implementing said plan.
- Provide a transitional plan for implementing services, which will include how the vendor will perform the services in the City, the routes that will be performed and the day of the week in which those routes will be serviced.
- Provide marketing plan that should include information on how selected Contractor will communicate services to the citizens of Flint along with how citizens will communicate back to the Contractor

_____ Bid bond for \$200,000

_____ Completion of Bid Analysis - Exhibit B (Three and Five year pricing)

_____ Completion of Bid Form – Exhibit C

Please note: failure to submit the above items will result in a rejection of your bid.

**WASTE COLLECTION SERVICES
SIGNATURE PAGE**

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with the City of Flint for the products and services herein offered, if selected by the City of Flint within 120 days from proposal due date,

5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.

6. Acknowledges the following addenda _____ issued as part of the RFP.
Conflict of Interest:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other City contracts, or property interest for this proposal.

OR

- The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other City contracts, or property interest for this Proposal.

Name (Printed):

Signature:

Title:

Company:

Date:

Contact Person - Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFP.

CONTACT NAME _____ POSITION _____

E-MAIL _____

ADDRESS _____ CITY _____ STATE _____

PHONE _____ FAX _____

**WASTE COLLECTION SERVICES
REFERENCES**

List 3 references of similar projects

1. Company

Phone Number

Contact Name and Position

E-mail Address

Project Address

\$

Type of Work/ Project

Dollar Amount of the Project

Project Description

2. Company

Phone Number

Contact Name and Position

E-mail Address

Project Address

\$

Type of Work/ Project

Dollar Amount of the Project

Project Description

3. Company

Phone Number

Contact Name and Position

E-mail Address

Project Address

\$

Type of Work/ Project

Dollar Amount of the Project

Project Description

**WASTE COLLECTION SERVICES
STATEMENT OF EXCEPTIONS**

**WASTE COLLECTION SERVICES
CAPACITY INFORMATION**

**CITY OF FLINT DUMPSTER LOCATIONS
Waste Collection Services**

Location	Size	Purpose	Cost
Water Serv Center	4 yd	Solid Waste	\$ -
Water Serv Center	6 yd	Recycle	\$ -
Water Pollution Center	4 yd	Solid Waste	\$ -
Water Pollution Center	4 yd	Solid Waste	\$ -
Water Pollution Center	4 yd	Solid Waste	\$ -
Water Pollution Center	2 yd	Solid Waste	\$ -
Water Pollution Center	4 yd	Recycle	\$ -
Water Plant	4 yd	Solid Waste	\$ -
Water Plant	4 yd	Recycle	\$ -
Berston Field House	8 yd	Solid Waste	\$ -
Berston Field House	6 yd	Solid Waste	\$ -
Bassett Park	4 yd	Solid Waste	\$ -
Brennan Center	2 yd	Solid Waste	\$ -
12th St Yard	6 yd	Solid Waste	\$ -
12th St Yard	6 yd	Recycle	\$ -
City Hall Complex	8 yd	Solid Waste	\$ -
City Hall Complex	8 yd	Recycle	\$ -
Hassellbring Senior	6 yd	Solid Waste	\$ -
Fire Station #6	4 yd	Solid Waste	\$ -
Fire Station #3	4 yd	Solid Waste	\$ -

Location	Size	Purpose	Cost
Fire Station #1	8 yd	Solid Waste	\$ -
Fire Station #1	8 yd	Recycle	\$ -
Fire Station #5	4 yd	Solid Waste	\$ -
Fire Station #8	4 yd	Solid Waste	\$ -
Oak Business Center	8 yd	Solid Waste	\$ -
Third Ave Pump Station	4 yd	Solid Waste	\$ -

**WASTE COLLECTION SERVICES
EXHIBIT B
ANALYSIS FORM
Three Year Contract Pricing**

Vendor must submit this form with their proposal.

Description of Service	Year 1	Year 2	Year 3
Collection of solid waste only (once per week).	\$ _____ / per unit	\$ _____ / per unit	\$ _____ / per unit
Collection of compost (once per week April through November)	\$ _____ / per unit	\$ _____ / per unit	\$ _____ / per unit
Collection of recyclable materials based on vendor's proposed program as submit with RFP (once per week)	\$ _____ / per unit	\$ _____ / per unit	\$ _____ / per unit
Bulk/Litter abatement (e.g. excessive litter and large items at curbside)	\$ _____ / per unit	\$ _____ / per unit	\$ _____ / per unit
City dumpsters (City has approximately 10 dumpsters for solid waste at no addition cost)- Itemization)	\$ _____ / per container	\$ _____ / per container	\$ _____ / per container
City dumpsters (City has approximately 10 dumpsters for recycling at no addition cost)- Itemization)	\$ _____ / per container	\$ _____ / per container	\$ _____ / per container
Price of roll off containers for Special Programs (pricing should be on 20 & 40)	\$ _____ / per container	\$ _____ / per container	\$ _____ / per container

Description of Service	Year 1	Year 2	Year 3
Price for roll off containers for Blight Services (pricing should be on 20 & 40)	\$ _____ / per container	\$ _____ / per container	\$ _____ / per container
Other services (please specify)			

WASTE COLLECTION SERVICES

EXHIBIT B

ANALYSIS FORM

Five Year Contract Pricing

Vendor must submit this form with their proposal.

Description of Service	Year 1	Year 2	Year 3	Year 4	Year 5
Collection of solid waste only (once per week).	\$ _____ ___/ per unit	\$ _____ ___/ per unit	\$ _____ ___/ per unit	\$ _____ ___/ per unit	\$ _____ ___/ per unit
Collection of compost (once per week) April through November)	\$ _____ ___/ per unit	\$ _____ ___/ per unit	\$ _____ ___/ per unit	\$ _____ ___/ per unit	\$ _____ ___/ per unit
Collection of recyclable materials based on vendor's proposed program as submit with RFP (once per week)	\$ _____ ___/ per unit	\$ _____ ___/ per unit	\$ _____ ___/ per unit	\$ _____ ___/ per unit	\$ _____ ___/ per unit
Bulk/Litter abatement (e.g. excessive litter and large items at curbside)	\$ _____ ___/ per unit	\$ _____ ___/ per unit	\$ _____ ___/ per unit	\$ _____ ___/ per unit	\$ _____ ___/ per unit
City Containers (City has approximately 10 dumpsters for solid waste at no addition cost)- Itemization	\$ _____ ___/ per container	\$ _____ ___/ per container	\$ _____ ___/ per container	\$ _____ ___/ per container	\$ _____ ___/ per container

Description of Service	Year 1	Year 2	Year 3	Year 4	Year 5
City Containers (City has approximately 10 dumpsters for recycling at no additional cost)-Itemization	\$ _____ _____/ per container	\$ _____ _____/ per container	\$ _____ _____/ per container	\$ _____ _____/ per container	\$ _____ _____/ per container
Price of roll off containers for Special Programs (pricing should be on 20 & 40)	\$ _____ _____/ per container	\$ _____ _____/ per container	\$ _____ _____/ per container	\$ _____ _____/ per container	\$ _____ _____/ per container
Price for roll off containers for Blight Services (pricing should be on 20 & 40)	\$ _____ _____/ per container	\$ _____ _____/ per container	\$ _____ _____/ per container	\$ _____ _____/ per container	\$ _____ _____/ per container
Other services (please specify)					

**WASTE COLLECTION SERVICES
EXHIBIT C - BID FORM**

ARTICLE 1 - BID RECIPIENT

1.1 This Bid is submitted to:
The City of Flint
Department of Purchases and Supplies
1101 S. Saginaw Street, Room 203
Flint, MI 48502

Attn: Joyce A. McClane
Purchasing Manager

(Hereinafter called Owner)

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
--------------	---------------

B. Bidder has visited the area, conducted a thorough, alert visual examination of the complete areas, and become familiar with and satisfied itself as to the general, local, and area conditions that may affect cost, progress, and performance of the work.

**WASTE COLLECTION SERVICES
EXHIBIT C - BID FORM**

- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures to be employed by Bidder, and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Documents.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes and incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article, and that without exception, the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**WASTE COLLECTION SERVICES
EXHIBIT C - BID FORM**

ARTICLE 4 - BIDDER' S CERTIFICATION

4.1 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;**
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;**
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and**
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:**
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;**
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;**
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and**
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.**

**WASTE COLLECTION SERVICES
EXHIBIT C - BID FORM
BID CERTIFICATION FORM**

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Fed. ID #:

Company (Respondent):

Address:

City, State & Zip Code:

Phone / Fax Number:

FAX:

Email:

Print Name and Title:

(Authorized Representative)

Signed:

(Authorized Representative)

**WASTE COLLECTION SERVICES
CITY OF FLINT INSURANCE CHECK LIST**

X 1. Worker's Compensation	Statutory limits of Michigan
X 2. Employer's Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
X 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
X 4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate
X 5. Medical Malpractice	Including errors and omissions
X 6. Automobile Liability	\$2,000,000 per occurrence \$800,000 in aggregate \$1,000,000 combined single limit each accident-
X 7. Umbrella Liability/Excess Coverage	Owned, Hired, Non-owned \$1,000,000 BI & PD and PI

- X 8. City of Flint named as an additional insured on other than Worker's Compensation via endorsement.
A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.
- X 9. Other insurance required: Standard Environmental Impairment Liability that includes Transportation and Non-Owned Waste Disposal Sites - \$1,000,000 limit. City of Flint listed as an additional insured
- X 10. Best rating: A VIII or better
- X 11. The certificate must state bid number and title.

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

The above required policies carry the following deductibles:

Liability policies are occurrence _____ claims made _____

Insurance Agent

Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and Legal Department. To the degree possible, all changes will be made as soon as feasible.

**WASTE COLLECTION SERVICES
FREQUENT QUESTIONS AND ANSWERS**

1. Can you please provide the current annual tonnages for: solid waste, compost material, and recyclables?
Trash 35,500 tons, Recycle 700 tons, and Compost 3,100 tons
(estimated tonnage for 2020)
2. Can you please provide the estimated number of large item/bulk collections or tonnage amounts on a monthly or annual basis?
Various from week to week, weights included in annual tonnage
3. Can you please provide the estimated number of handicapped special pick up services?
Varies week to week, but averages under 20 per week
4. Can you please provide the estimated number of eviction collections per month or per year?
Varies week to week. Eviction collection is currently included as a bulk stop service in the unlimited residential curbside service.
5. Can you provide more details on the Special Neighborhood Collection? What type of collection is expected? How many times? What type of items are collected? How many dumpsters are required?
A Special Neighborhood Collection is organized through the COF Blight Department by a neighborhood group/residents as an opportunity for neighborhood groups/residents to organize a cleanup effort in their neighborhood.
30 to 40 yard dumpsters will be expected upon request. Items to be collected are as follows: bulk items, and general solid waste (no appliances or tires). Vendors may propose any solution in which they want to implement in handling special neighborhood collection.
6. Can you please provide the estimated number of litter abatement collections per month or per year?
Litter abatement services are provided through various facets such as a dumpster request or bulk pickup services through our unlimited residential curbside service. Vendors may propose any solution in which they want to implement in handling abatement collection.
7. Can you provide the current number of dumpsters used for the collection of City Facilities?
Dumpsters at city facilities – 26 (recycle 6, solid waste 20)
*Note: dumpster count is an estimate
8. Can you provide the size and the service frequency of each dumpster?
Size: front load 2-8 cu. yd.; Frequency: weekly

**WASTE COLLECTION SERVICES
FREQUENT QUESTIONS AND ANSWERS**

9. RFP states that recyclable material is to be collected on a regular basis? Can you define further, regular basis? Is the City looking for once per week collection, every other week collection, etc.?

The analysis form is requesting vendors to provide pricing at their choice (in which the frequency is articulated in the proposal) and once a week.

10. Can all of the service/waste types (with the exception of recycling) be co-mingled and collected with the same truck/route? Example – garbage collection is mixed with yard waste/compost, large items, and litter abatement.

Co-mingled process must follow city, county, state and federal environmental guidelines.

11. Could you provide the current collection routes for each service type?

Day of services map is provided on the City of Flint's Sanitation website page. Route maps are not available.

12. Do the current prices include disposal?

Yes

13. Could you provide the current tipping fees for each material?

Not available

14. Could you provide the current disposal facilities being used?

Citizen's Disposal Landfill

15. Is the current service provider using carts for solid waste collection and compost material collection?

No

If so, who is the owner of these carts? If they are owned by the City, can the carts be used by the new Contractor?

16. Does the City own the current recycling bins being serviced? If yes, can the bins be used by the new Contractor?

No

17. Is it the City's intention to transition to carts for recycling at the start of the new contract?

No

18. What is the anticipated start date of the new contract?

The contract could start as soon as July 1, 2021 and no later than ?

19. The City is asking for a price for collection of solid waste with recycle material? Would this mean that recycle material is co-mingled with the garbage in the same truck and disposed of at the landfill?

No

**WASTE COLLECTION SERVICES
FREQUENT QUESTIONS AND ANSWERS**

20. Can you provide more details on the expectations, from a waste collections service provider, for assisting with the Blight problem? Is the City looking for additional waste collections? What types of collections? How often and with what type of equipment? Request vendor to provide suggestions to improve blight conditions within the City. Can use "Blight Elimination Framework" (which is provided on the City's website) as a reference tool.
21. Page 12 of the solicitation states "The services specified in this RFP represent a departure from past City practices. Under the new system, refuse collection will be provided by a private contractor instead of City's workers." Is the City currently providing the service, or is Republic Services?
Republic Services
22. Which landfill is the City using right now? If the recyclables are going into a MRF, can you please specify which one?
Landfill: Citizen's Disposal; MRF: multiple locations
23. What are the current service levels? Do City residents use vendor supplied carts for any service offering?
City residents use 18 gallon bins for recycling provided by vendor. Compost and solid waste containers are the responsibilities of the resident.
24. Are the extension periods mutual?
Yes, both parties must agree.
25. List of City facilities with containers by size and service frequency?
The CITY HALL COMPLEX has one 8 cu yd recycling dumpster and one 8 cu yd solid waste; FIRE STATION #1 has one 8 cu yd recycling dumpster and one 8 cu yd solid waste, Fire Station #3 has one 4 cu yd solid waste dumpster, Fire Station # 5 has one 4 cu yd solid waste dumpster, Fire Station #6 has one 4 cu yd solid waste dumpster, and Fire Station #8 has one 4 cu yd solid waste dumpster; WATER SERVICE CENTER has one 4 cu yd solid waste dumpster and one 6 cu yd recycling dumpster; WATER POLLUTION CONTROL has three 4 cu yd solid waste dumpsters, one 2 cu yd solid waste dumpster, and one 4 cu yd recycling dumpster; WATER PLANT has one 4 cu yd solid waste dumpster and one 4 cu yd recycling dumpster; 12 TH STREET YARDS has one 6 cu yd solid waste dumpster and one 6 cu yd recycling dumpster; THIRD AVE. PUMP STATION has one 4 cu yd solid waste dumpster.
26. Does the City desire a cart based recycling program?
The City requests that vendors provide a proposal that explains how a cart program can be implemented within the contract timeframe.

**WASTE COLLECTION SERVICES
FREQUENT QUESTIONS AND ANSWERS**

27. What is desired collection frequency for Recycling Collection?
The analysis form is requesting vendors to provide pricing at their choice (in which the frequency is articulated in the proposal) and once a week.
28. How many fines have been levied against the current Hauler? What was the total cost?
None
29. Is Item 4 on price page the elimination of Recycling?
No
30. Do you have a scope of work for the Litter Abatement, Eviction Collection, or Special Neighborhood Collection?
No
31. How many collections were performed for Special Neighborhood Collections weekly?
There were 93 dumpsters requested in 2019, and 119 dumpsters requested in 2020 for Special Neighborhood Collections.
32. Please provide copies of Report for Tonnage, and Participation for the last 3 years.
Reports not available.
33. How are we billing this work?
Monthly
34. How many Special Event Containers are expected per year? What size?
Special events are separate requests made outside of the contract for residential services.
35. Are Fuel Adjustments allowable?
Allowable, but have to be requested in the response to the RFP.
36. How was the 18% recycling participation rate determined?
Based on participation through sign-up process of residential recycling, and water crisis initiated water bottle recycling program.
37. Is Freon removed in items?
Determined by vendor, local, county, state and federal environmental quality regulations.
38. Who owns current recycling bins? Will they stay with residence? Size?
Recycling bins are owned by current contracted waste hauler and will be retained at end of contract, residential bins are 18 gallon.

**WASTE COLLECTION SERVICES
FREQUENT QUESTIONS AND ANSWERS**

39. If City is asking for a City Wide recycling cart program, what size carts?

The cart size can be determined by the waste hauler based on parameters set by the vendor (e.g. more frequent services – smaller cart).

40. Are alternatives proposals allowed?

The City will review alternatives that are submitted, but requested proposal must also be provided.

41. Does the City desire to split the award of this contract between multiple vendors?

It is not the intent of the City to split the award.

42. Professional Liability Coverage page 9 under Insurance Requirements, this is typically for professional services and consulting contracts, is this coverage mandatory for Waste Collection Services?

Yes

43. What is the amount of the required Performance Bond?

Contractor shall furnish to the City at his or her own cost, performance bond which shall become binding upon the awarding of the contract to the Contractor. The performance bond should represent an amount of vendor's cost to collect waste and compost for 37,323 customers subscribers for one year. Frequency of Special Neighborhood, Dead Animal, and Tire Collections?

Frequency of Special neighborhood collections. Dead animal and tire collections should be proposed by vendor in their bid. Current services should be the base guideline of services available to the City within the bid. Dead animals are picked up as needed. Tire program for last year and this year is to provide services during Tire Buy Back Program during "Love Your City Month".

44. Will the City factor the price of collecting compost over an eight (8) month period or twelve (12) month?

The City will use the eight month period in figuring the overall price from the vendor to perform the service.