



## REQUEST FOR PROPOSALS

PROPOSAL NO. 24000534

Sheldon Neeley  
Mayor

### SCOPE OF WORK:

The City of Flint, Finance Department of Purchases & Supplies, is soliciting sealed bids for providing:

#### **RECYCLING CART PROGRAM**

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit:

Submit to City:

- 1 original, printed, signed, original proposals and signed addenda
- 2 additional copies unbound
- 1 electronic copy

Please follow the following bid timeline.

#### Questions

All written questions shall be directed to Lauren Rowley, Purchasing Manager by **Wednesday, March 6, 2024, by 10am EST** to [lrowley@cityofflint.com](mailto:lrowley@cityofflint.com).

#### Mandatory Pre-Bid Meeting

A **mandatory** pre-bid meeting will take place **Tuesday, March 5, 2024 at 10am EST in the McKenzie Conference Room, 2<sup>nd</sup> floor of Flint City Hall, 1101 S. Saginaw St, Flint, MI, 48502**. Please submit a letter of intent to attend to Heather Griffin, Waste Services Coordinator at [hgriffin@cityofflint.com](mailto:hgriffin@cityofflint.com) by **Monday, March 4, 2024, at 2pm**. Failure to participate in this meeting may result in the disqualification of your bid.

#### Bid Submission Requirements

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **Tuesday, March 19, 2024, by 11:00 A.M. (EST)**, City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. **Electronic Copy**, please email to [PurchasingBids@cityofflint.com](mailto:PurchasingBids@cityofflint.com) by **Tuesday, March 19, 2024, by 11:00 A.M. (EST)**. Please note that in the subject line of the email, type in the proposal name and number.
3. Faxed bids are not accepted.
4. Both mail in proposal and electronic submittal must be received by due date and time.

#### Bid Opening

Bids will be opened publicly at the McKenzie Conference Room on the 2<sup>nd</sup> floor of Flint City Hall. The public is welcome to join in person or via Google Meet.

**Bid Opening - Recycling Cart Program**

**Tuesday, March 19 · 11:00 – 11:30am**

**Time zone: America/New\_York**

**Google Meet joining info**

**Video call link: <https://meet.google.com/dgc-wrfy-nib>**

**Or dial: (US) +1 754-202-2916 PIN: 984 933 355#**

More phone numbers: <https://tel.meet/dgc-wrfy-nib?pin=6850744302304>

**PLEASE NOTE: When dropping off a bid, please do not put bids in drop boxes on the outside of City Hall. Please call if you have any questions and need to drop off a bid.**

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/purchasing/>.

Effective immediately upon release of these Bidding Documents, and until notice of contract award, all official communications from proposers regarding the requirements of this Bid shall be directed to:

Lauren Rowley  
810-766-7340  
[lrowley@cityofflint.com](mailto:lrowley@cityofflint.com)

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this Bid. Addendum to this Bid may be developed and shared with all Vendors. 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.

**NOTICE TO VENDOR** Offers, subject to the conditions made a part hereof, will be received at this office, ***1101 S. Saginaw St., Flint, MI 48502 for the following:***

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City of Flint has partnered with BidNet as part of the [MITN Purchasing Group](#) (branded page link) to post bid opportunities to this site. As a vendor, you can register with the [MITN Purchasing Group](#) 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 throughout Michigan. City of Flint looks forward to providing you with more bid information and simplifying the entire bid, proposal, and quote processes for everyone involved. We appreciate your cooperation and welcome your participation. If you need help registering, please call the MITN Purchasing Group support department toll free 1-800-835-4603 option #2.

Link to City of Flint open solicitations:

[MITN Purchasing Group](#) (branded page link)

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#### INSTRUCTIONS TO VENDORS

- 1) **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.
- 2) **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.

**3) PROPOSAL SUBMISSION:**

a) The Bidder must include the following items, or the proposal may be deemed non-responsive:

i) All forms contained in this RFP, fully completed.

b) 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.

c) 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.

d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor understands and agrees to abide by each and all of the stipulations and requirements contained therein.

e) 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.

f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.

g) 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.

h) Proposals must be held firm for a minimum of 120 days.

4) **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.

5) **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.

6) **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.

7) **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 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 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".

- 8) **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.
- 9) **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 the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **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.
- 11) **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.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's/Vendor's obligation to submit to arbitration shall be subject to the following provisions:
  - a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to their claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
  - b) Within fourteen (14) days from the date that demand for arbitration is received by the City, 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 decision concurred in by a majority of the three shall be a final binding decision.
  - c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
  - d) 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.
  - e) This provision shall survive the expiration or termination of this Agreement in perpetuity.

- 14) **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.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of 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 having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, 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.
- 19) **LAWS AND ORDINANCES:** The Bidder 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 improvement, local government, and its operational requirements.
- 20) ~~**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.~~
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The Bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 23) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly

authorized to make said offer on behalf of the company she/he/they represent(s) and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.

- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work 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.
- 26) **UNION COMPLIANCE:** Bidder 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.
- 27) **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 that term, covenant or condition or of any other 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.
- 28) **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 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 substantial and material breach of this contract.
- 29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.
- 32) **FORCE MAJURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other

events beyond the control of the other party and which could not reasonably have anticipated 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.

- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, 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 Bidder'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 Bidder 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. These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.
- 34) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 35) **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.
- 36) **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.
- 37) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 38) **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.
- 39) **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.

- 40) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
- 41) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 42) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.
- 43) **PREVAILING WAGE:** When applicable, all work for this project, including that of any subcontractor or sub-subcontractor, must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: <https://www.dol.gov/whd/govcontracts/dbra.htm>
- 44) **INSURANCE & BONDS:** The bidder whose proposal is accepted will be required to 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 county 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.
- 45) **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.
- 46) **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. Corrections and/or modifications received after the bid closing time specified will not be accepted. Unit prices prevail. 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.
- 47) **AWARD:** Unless otherwise stated in the proposal documents, the City cannot 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 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.

- 48) **ETHICS IN PURCHASING:** Bidders and proposers are required to comply with Flint City Ordinance 3865 in its entirety. It is incumbent upon and the responsibility of the bidder to become familiar with and comply with the Purchasing ordinances as outlined in 3865 covering chapter 18 of the Flint City Ordinances. Bidder/Proposer acknowledges in accordance with Flint City Ordinance Section 18-21.19 Ethics in Purchasing, any and all communication about the bid selection process should be directed to those City employees delegated with the authority with respect to all purchases of goods and services.

Bidder/Proposer acknowledges and agrees that while a procurement is pending, bidders and proposers shall not communicate about the solicitation with any City employee, agent, or elected official, other than the purchasing director or other City personnel identify in the solicitation. This means that bidder and proposer are prohibited from communicating orally or by written communications, including but not limited to voicemail messages, social media, email, in person, among any other form of communication while the award is pending, to the aforementioned, with the exception to those employees designated by the City. If you are unclear about the process, it is your duty and obligation to contact the designated employee(s) for clarification.

Violations of the ethics provision of the ordinance, without regard to if the violation rises to the level of a criminal violation, may subject the bidder or proposer to debarment.

- 49) **BID PROTESTS:** If Bidder/Proposal believe that they are aggrieved in connection with the solicitation or award of the purchase order or contract, they may protest the action to the City as outlined in Flint City Charter Section 18-21.15.

**THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.**

**Purchasing Checklist:**

- Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing
- Exhibit B –Qualifications and Licenses Requirements
- Exhibit C – Disclosure of Supplier Responsibility Statement
- Exhibit D - List of References
- Exhibit E - Certificate of Insurance
- Exhibit F – Non-Bidder’s Response
- Exhibit G – City of Flint Affidavit



**❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING**

**SCOPE OF WORK ATTACHED BELOW.**

## **EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS**

**Please give a synopsis of your qualifications and experience with this service:**

**Please list Licenses:**

**How long have you been in business?**

**Have you done business with the City of Flint?**

**If yes, please state the project name.**

## **EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

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2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

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3. List any convictions or civil judgments under state or federal antitrust statutes.

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4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

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5. List any prior suspensions or debarments by any government agency.

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6. List any contracts not completed on time.

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7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

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**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS**

Providing the following contact information enables the City of Flint to contact those accounts as references.

**Reference #1:**

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

**Reference #2:**

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS (CONTINUES)**

**Reference #3:**

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

\_\_\_\_\_

Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

## ❖ EXHIBIT E – CERTIFICATE OF INSURANCE

### 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.



## ❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)

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 coverage's.

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***

❖ EXHIBIT F – NON-BIDDER'S RESPONSE

VENDOR'S NAME: \_\_\_\_\_

**NON-BIDDER'S RESPONSE**

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are **not** responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is:

\_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

\_\_\_\_\_ **OTHER:** \_\_\_\_\_

\_\_\_\_\_

**Thank you for your participation in this bid.**

**AFFIDAVIT FOR INDIVIDUAL**

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn,  
deposes and says that they are the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves any advantage over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_,

\_\_\_\_\_

\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_

❖ EXHIBIT G – CITY OF FLINT AFFADAVIT

FOR CORPORATION

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that she/he/they  
is \_\_\_\_\_ of \_\_\_\_\_

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of \_\_\_\_\_  
the corporation making the within and foregoing bid; that they executed said bid in behalf of said corporation by  
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the  
interests of or on behalf of any person not herein named, and that they have not and said bidder has not directly  
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and  
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage  
over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_,

\_\_\_\_\_

\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

## **BACKGROUND:**

Introduction: The purpose of this section is to familiarize prospective Offerors with the City of Flint, the intent of this Request for Proposals (RFP), the current waste and recycling programs in the City of Flint, and to provide Offerors with a brief description of the project.

Background: The City of Flint, Michigan contracts with a single private hauler (hereafter Contracted Hauler) to provide residential waste, yard waste and recycling collection services. The waste collection service includes the collection of waste and bulky waste as well as disposal of the materials collected. The recycling collection service includes the collection of recyclables, and the Contracted Hauler also has the responsibility of arranging for the disposition of the collected recyclable materials including any resultant processing and marketing services. As of this date, the City of Flint does not provide residents receiving city-provided waste and / or recycling services with a city-issued receptacle, and instead residents are required to provide their own receptacle.

As part of enhancing and modernizing its waste and recycling services, the City of Flint sought and was awarded grants from The Michigan Department of Environment, Great Lakes, and Energy (MI EGLE) and from The Recycling Partnership, a national non-profit organization. With the support of these grants and the cooperation of the Contracted Hauler, the City of Flint intends to transition to a universal cart-based solid waste and recycling collection system as of June 2024, where every eligible residence in the City of Flint has been provided the opportunity to receive a city-issued, city-owned waste and recycling cart. In support of this transition, the City of Flint has amended and extended its agreement with the Contracted Hauler to provide for cart-based collection of residential waste and recyclables as of the point when the City of Flint acquires and distributes recycling carts.

Once the City of Flint has transitioned to cart-based collection of waste and recycling, the Contracted Hauler, at the Contracted Hauler's expense, will also be responsible for delivery of carts to new households eligible for waste and recycling collection, cart maintenance and repair, and the delivery of replacement carts to serviced households as necessary. The Contracted Hauler shall also be required to maintain an adequate inventory of carts and cart parts to serve the City of Flint's residents as new carts are requested for delivery and/or as repairs or replacements are requested by the City of Flint. The replacement carts and cart parts shall be provided by the City of Flint. The waste and recycling carts will be the property of the City of Flint.

Summary of Intent: The City of Flint's intent and the purpose of this RFP are to provide recycling and waste/trash carts (hereafter, collectively Waste and Recycling Carts, and individually a Waste Cart or a Recycling Cart, accordingly) to all eligible participants in the City of Flint's residential recycling and municipal solid waste (MSW) collection programs. The City of Flint desires to purchase and own the Waste and Recycling Carts, and the City of Flint further desires that the Waste and Recycling Carts be manufactured with at least twenty-five percent (25%)

recycled plastic content, as further described in the Recycled Content Requirements Section and in Table B of this document.

The City's residential waste and recycling service as performed by the Contracted Hauler provides collection to approximately 35,500 eligible households/service points within the City of Flint. The City is seeking a vendor to manufacture, assemble and deliver Waste and Recycling Carts to all eligible households/service points on or before July 31, 2024. After this initial roll-out of Waste and Recycling Carts, the selected vendor shall periodically provide and deliver Waste and Recycling Carts and associated parts to the City of Flint's Contracted Hauler at the City of Flint or the Contracted Hauler's request.

The award shall be based on the quality of the submittal; the experience, background and ability of the Offeror(s) to perform the required services; the cost to the City of Flint; and the ability of the Offeror(s) to satisfy all criteria set forth in this RFP. To this end, City of Flint has provided as much information as possible to all prospective Offerors to allow them to compute fair and reasonable cost proposals. However, it is the sole responsibility of the Offeror(s) to calculate and be responsible for the prices quoted in its proposal. Quoted prices must be submitted using the attached Price Proposal Form.

An Important Note about Grant Related Requirements: The above noted grants from MI EGLE and The Recycling Partnership include specific obligations that have a direct impact on this RFP and on the provision of goods and services being sought under this procurement. The Offerors must acknowledge and comply with these obligations.

- **Recycled Content Requirements:** The Recycling Partnership's grant to the City of Flint requires that all carts purchased with the support of grant funding must be manufactured with a minimum of five percent (5%) residential post-consumer plastic content (hereafter, Residential-PCR) based on the weight of the entire mass of the body, lid, and wheels of the carts. To qualify as residential post-consumer content, the reclaimed plastic must have been generated by a household and collected for recycling by a curbside or drop-off recycling program in the United States. This Residential-PCR recycled content requirement cannot be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins. For the sake of this obligation and to meet this definition of Residential-PCR, the recycled content must consist of material that was purchased, consumed, and disposed of solely by a residential household in their role as an end-user of a product or package that has been used for its intended purpose and has subsequently been collected for recycling by a curbside or drop-off recycling program in the United States. Offerors must clearly state that they can meet this requirement and the awarded Offeror will be required to provide documentation to the City of Flint that details the total weight of Residential-PCR plastic content that was utilized in the production of the Waste and Recycling Carts as well as the total weight of purchased Carts including the mass of the body, lid, and wheels.

In addition to the above-described Residential-PCR requirement, Carts must consist of an additional twenty percent (20%) of post-consumer or post-industrial recycled content.

- Use of Donated Resin:** The grant from The Recycling Partnership includes both cash grant funding to support the purchase of the Waste and Recycling Carts as well as the donation of 1.2 million pounds of High Density Polyethylene (HDPE) Resin manufactured by The Dow Chemical Company (“Dow”) that will be provided to the awarded Cart manufacturer at no-cost (hereafter Donated Resin). The Donated Resin shall be cart grade and shall be delivered to the selected Cart manufacturer in the form of rail carts with approximately 200,000 pounds of Donated Resin each. The selected Cart manufacturer shall be required to work with Dow to qualify the Donated Resin for the purpose of manufacturing the Waste and Recycling Carts for the City of Flint, and the selected Cart manufacturer shall work with The Recycling Partnership in good faith to enter into an assistance agreement with The Recycling Partnership that shall govern the use of the Donated Resin (hereafter Assistance Agreement), and the Cart manufacturer shall produce the Waste and Recycling Carts for the City of Flint at a reduced price reflecting a net savings/reduction in cost that is substantially equal to the value of the Donated Resin. A sample/draft copy of the proposed Assistance Agreement is provided as an attachment to this RFP for review by potential Offerors (see Appendix 1).
- Education and Outreach Obligation During Assembly and Delivery of Carts:** The selected Cart manufacturer will be required to distribute a City of Flint provided kit of information to each household receiving a Waste and Recycling Cart. This kit of information shall be attached to each Recycling Cart in a weather-proof enclosure via a method agreed upon by the selected Cart manufacturer and the City of Flint.

## PROCUREMENT AND CONTRACT DATES

Although the following dates are subject to change, it is anticipated that the following schedule will apply.

Procurement Element	Date
RFP Released	Wednesday, February 21, 2024
Mandatory Pre-Proposal Conference (in-person) At address	Tuesday, March 5, 2024
Offeror’s Request for Clarification	Wednesday, March 6, 2024 by 10 AM
Issuance of Addendums (if needed)	Friday, March 8, 2024
Proposals Due	Tuesday, March 19, 2024 by 11 AM
Interview with Select Offerors	March 20 - 22, 2024
Recommendations to and Award by Flint City Council	Friday, March 29, 2024
Contract Execution*	TBD
Contract Commencement*	TBD
Assembly and Delivery Commences*	June 1, 2024 - estimated
Assembly and Delivery Complete*	July 31, 2024
* Exact dates for Contract Execution and Assembly and Delivery process to be finalized with selected Cart Manufacturer.	

## **OVERVIEW OF SCOPE OF WORK**

The City of Flint is seeking proposals for a vendor to manufacture, produce, and deliver 35,500 RFID equipped 95+/-Gallon rolling Waste Carts and 35,500 RFID Equipped 65+/- Gallon rolling Recycling Carts to households / designated service points in Flint. The Cart manufacturer will also produce an additional 500 RFID equipped 95+/-Gallon rolling Waste Carts and 500 RFID equipped 65+/- Gallon Recycling Carts and deliver them to the Contracted Hauler at 1301 Consumers Drive, Flint, MI 48505. These Waste and Recycling Carts will be stored by the Contracted Hauler as inventory for the City of Flint.

The selected vendor will also be asked to provide spare parts for the Waste and Recycling Carts to the Contracted Hauler and deliver these spare parts at the same time as the Waste and Recycling Carts for inventory are delivered to the Contracted Hauler.

## **PROPOSAL REQUIREMENTS**

Part 1 - Qualifications, Competency and Experience of Offerors: Each Offeror is required to submit with their proposal supporting documentation regarding the Offeror's qualifications and capacity to cost-effectively as well as fully and timely perform the work specified in this RFP, including the following information:

- a. Statement of Qualifications: All Offerors must provide a statement of qualification that illustrates demonstrable experience performing work as described herein for local governments in the United States. This statement of qualification must demonstrate the Offeror's overall experience in the products and services defined in this RFP.
- b. References: Offerors are required to submit at least five (5) references for existing local government Waste or Recycling Cart customers to demonstrate their experience and success. These references must include the following elements:
  - Name of community served;
  - Name, email, phone number and title of relevant community official;
  - Number of Waste and/or Recycling Carts provided;
  - Dates of assembly and distribution of Waste and/or Recycling Carts;
  - Length of Warranty for Waste and/or Recycling Carts.

The City of Flint may give particular attention to the performance data provided for these referenced projects.

Part 2 – Overview of Proposed Services: The Offeror shall describe products and services proposed in response to this RFP. This Overview shall provide sufficient information to demonstrate the Offeror's clear understanding of the services requested by the City of Flint through this RFP.



- a. **Cart Manufacturing:** The proposal shall describe the Offeror's process of manufacturing Waste and Recycling Carts of like size and durability described herein. The description shall provide sufficient information to demonstrate that the proposed products will, at a minimum, satisfy all of the performance objectives provided in this RFP and handle the quantity and composition of Waste and Recycling Carts requested in this RFP. The information should include, the composition of the raw materials used as feedstock in manufacturing the Waste and Recycling Carts and the resultant Waste and Recycling Carts should include at least twenty-five percent (25%) recycled plastic, including at least five percent (5%) Residential-PCR as described herein.
- b. **Cart Delivery to the City of Flint:** The City of Flint shall work in collaboration with the selected Cart Manufacturer and the Contracted Hauler to identify a site or sites that can be used to stage Waste and Recycling Carts prior to distribution to residents. The details of such a site or sites shall be finalized with the selected Cart manufacturer. The proposal shall describe minimum acceptable staging site/sites, the manner and delivery of Waste and Recycling Carts to the specified staging site/sites. The Offerors shall provide all equipment needed to receive Waste and Recycling Carts at the staging site/sites. The proposal shall include an overview of activities to be conducted at the staging site, security requirements for the staging site/sites (if any) and a description of equipment to be used at the staging site/sites.
- c. **Cart Distribution to Residents:** The proposal shall describe the manner of distribution of Carts to residential units and/or City of Flint designated service points during the initial roll-off of Carts for the entire municipality. This should include timelines from the receipt of Carts at the staging site/sites to delivery of Waste and Recycling Carts to residents.
- d. **Data Collection and Inventory:** The Proposal must describe the manner of data collection and provision to the City of Flint subsequent to delivery of Waste and Recycling Carts during the initial roll-out in order to track Waste and Recycling Carts by address. Specifically, at a minimum, Offeror shall provide the address where each Waste and Recycling Cart is delivered and the identifying serial number of each Waste and Recycling Cart delivered to the corresponding to each address. Reference to these requirements will appear again in the Cart and Other Specifications Tables.
- e. **Subcontractors:** The proposal shall specify a list of any and all subcontractors the Offeror will hire to provide any of the proposed services.
- f. **Management Plan:** The Management Plan must include a description of the proposed management structure, including management team, and approach, and responsibility for management of subcontractors (if any) as well as a statement of the problems that the Offeror believes are likely to arise during manufacture, delivery, distribution, start-up, and for ongoing operations and the methods proposed to respond to such problems. This should include at a minimum, such problems as:
  - Employee absenteeism;
  - Subcontractor performance challenges;
  - Equipment breakdowns; and

- Delivery delays.

The Management Plan must address specifically how the Offeror will work with the City of Flint to identify and resolve consistent sources of problems. A staffing plan indicating number of employees and how they will be staffed to ensure customer service must also be included in the Management Plan. A clear statement of the management structure of the Offeror's company must be supplied.

- g. Manufacturing Location and Experience: The Offeror shall specify the location(s) where the Offeror manufactures Waste and Recycling Carts and the years of experience at the specified location(s). If the Offeror manufactures at multiple locations, the Offeror must also specify the location(s) anticipated to be used for the manufacturing of the Waste and Recycling Carts that shall be delivered to the City of Flint.
- h. Safety Plan: The Offeror shall outline the elements of its safety plan for manufacturing, delivery and distribution within its proposal. This Plan should address the safety precautions taken for the employee(s), any surrounding personnel and residents as well as steps taken to prevent any contamination to the surrounding environment.
- i. Environmental and Spill Prevention and Response Plans: The Offeror shall outline the elements of its plan for environmentally sustainable practices including but not limited to spill control and storm water pollution prevention during delivery and distribution. All Offerors shall comply with federal, state and local regulations/ordinances that govern illegal discharges and storm water protection and best management practices.
- j. Grant Related Requirements: The Offeror shall acknowledge the Grant Related Requirements noted within this document and clearly specify whether the Offeror is able to meet these requirements. Reference to these requirements will appear again in the Cart and Other Specifications Tables.

Part 3: Cart and Other Specifications Tables: The specifications spelled out in Table A through Table N below describe the minimum acceptable features and performance requirements for Waste and Recycling Carts and associated services. Offerors must thoroughly read and understand these specifications prior to proposal submission. Part 3 of all proposals must be submitted using City of Flint's table format as provided below. A copy of these Tables shall be provided as a Word Document upon request. Offerors shall complete the specification column for each table with a check mark to indicate if the item being proposed by the Offeror is exactly as specified. If an item is left blank, the City of Flint will assume the Offeror cannot meet the specifications and may cause rejection of the proposal. By checking any of the "NO" spaces the Offeror states that the product being proposed does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable tables and explained in detail on a separate page titled "Exceptions." If the City of Flint determines by any means that exceptions exist which were not identified on such Exceptions list, then that proposal will be disqualified as being non-responsive. If no Exceptions are taken, it will be assumed that the proposal meets all specifications. If awarded, the successful Offeror must only deliver the Waste and Recycling Carts and associated services that are proposed with this bid submission. Failure to provide the exact Waste and Recycling Cart and associated services specified will

disqualify said Offeror. Failure to provide a sample Waste or Recycling Cart at the City of Flint’s request within five (5) days will be subject for disqualification of the said Offeror.

**Table A - Manufacturing Process and Materials:** Each Cart shall consist of a body, lid, wheels, axle and necessary accessories. The plastic resin material and the finished Cart must meet the minimum specifications herein.

<b>Table A - Manufacturing Process and Materials Requirements</b>	<b>Yes</b>	<b>No</b>
Each Cart shall consist of a body, lid, wheels, axle and necessary accessories.		
<b>MANUFACTURING PROCESS:</b> Each Cart body must be made from the injection-molded or rotationally-molded process.		
Specify if Cart body is injection molded:		
Specify if Cart body is rotationally molded:		
<p><b>PLASTIC MATERIAL:</b> Base plastic resin for the Waste and Recycling Cart body and lid must be first quality high-density polyethylene (HDPE) supplied by a national petrochemical producer such as Dow Chemical. Off spec or wide spec material and dry blending of material is not acceptable.</p> <p>The Offeror must submit technical data sheet(s) from the resin producer.</p> <p>Waste and Recycling Carts manufactured with one hundred percent (100%) virgin plastic resin will not be considered as this does not comply with The City of Flint’s obligations to The Recycling Partnership. There must be at the minimum of twenty percent (20%) post-consumer / post-industrial re-grind and an additional five percent (5%) Residential-PCR included in each Waste and Recycling Cart as defined in Recycled Content Requirements section of this document and further detailed in Table B, Sustainability Requirements. The five percent (5%) Residential-PCR requirement will be based on the body and lid weight of each Waste or Recycling Cart (resin). It is understood by the City of Flint that color variance may be needed to comply with this specification.</p>		

<p><b>USE OF DONATED RESIN:</b> The Offeror must be willing and able to manufacture Waste and Recycling Carts with use of the Donated Resin which shall include working with Dow to qualify the Donated Resin for the purpose of manufacturing the Waste and Recycling Carts and working with The Recycling Partnership in good faith to enter into an assistance agreement that shall govern the use of the Donated Resin (hereafter Assistance Agreement), and producing the Waste and Recycling Carts for the City of Flint at a reduced price reflecting a net savings/reduction in cost that is substantially equal to the value of the Donated Resin.</p>		
<p><b>RESIN ADDITIVES:</b> The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which is formulated to prevent color fading and ultraviolet damage for ten (10) and years and which must be uniformly distributed throughout the finished Waste and Recycling Carts.</p>		
<p><b>HOT-MELT BLENDED:</b> The Offeror must submit a separate statement certifying that all of the plastic resin and additives will be hot-melt blended.</p>		
<p><b>COLORFAST:</b> All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. Waste and Recycling Carts must be manufactured using a hindered amine light (HAL) stabilizer package, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The Waste and Recycling Carts shall be protected against ultraviolet rays with an ultraviolet stabilizer additive with no less than one- and one-half percent (1.5%) by weight.</p>		
<p><b>COLOR:</b> Waste and Recycling Carts must be a distinctive color impregnated into the plastic. Painted Waste or Recycling Carts are unacceptable. The City of Flint intends to purchase Waste Carts with bodies that are green and lids that are black in color and Recycling Carts with bodies and lids that are blue in color. Each Offeror shall provide its standard color chart with their proposal, and The City of Flint in consultation with the selected Offeror will determine the final color for the Waste and Recycling Cart bodies and lids.</p>		

**Table B – Sustainability Requirements:** Please complete the following tables to enable the City of Flint to evaluate the sustainability elements associated the Carts offered.

Table B – Sustainability Requirements	Yes	No
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<p><b>RECYCLED CONTENT:</b> There must be at the minimum twenty percent (20%) post-consumer/post-industrial re-grind recycled content and an additional five percent (5%) Residential-PCR included in each Waste and Recycling Cart as defined in the Recycled Content Requirements section of this document. The five percent (5%) Residential-PCR requirement will be based on the body and lid weight of each Waste or Recycling Cart accordingly.</p>		
<p><b>PRE-ROLLOUT RECYCLED CONTENT DOCUMENTATION REQUIREMENTS:</b> The Offeror acknowledges and will comply with each of the following documentation requirements:</p> <p>Prior to Cart roll out the Waste and Recycling Carts manufacturer must provide a written statement to the City of Flint specifying that the Residential-PCR that will be utilized for the production of the City of Flint’s Waste and Recycling Carts was generated by households and collected for recycling by a curbside or drop-off recycling program in the United States and will be purchased at a volume equal to or exceeding five percent (5%) of the cart and lid total weight of Waste and Recycling Carts purchased and a copy of a letter of intent to purchase this material from an accredited vendor or vendors of post-consumer recycled material.</p>		
<p><b>POST-ROLLOUT RECYCLED CONTENT DOCUMENTATION REQUIREMENTS:</b> The Offeror acknowledges and will comply with each of the following documentation requirements:</p> <p>The invoice or accompanying documentation from the Waste and Recycling Cart manufacturer to the City of Flint must detail the following:</p> <ul style="list-style-type: none"> <li>The overall number of Waste and Recycling Carts purchased and distributed.</li> <li>The total weight of Waste and Recycling Carts purchased including the mass of the body, lid and wheels.</li> <li>The overall percentage of recycled content total utilized in the manufacturing of the Waste and Recycling Carts.</li> <li>The total weight of Residential-PCR utilized in the manufacturer of the Waste and Recycling Carts.</li> </ul>		
<p><b>RECYCLABILITY:</b> Waste and Recycling Carts and Lids must be one hundred percent (100%) recyclable.</p>		

<p><b>RECYCLABILITY AND ASSOCIATED SERVICES:</b> The City of Flint is interested in whether each Offeror has an option for repurchasing and/or recycling Carts at the end of their useful life.</p> <p>Does the Offeror provide Waste and Recycling Cart recycling and/or buyback services?</p> <p>Does the Offeror own and operate their own recycling division?</p> <p>Does the Offeror subcontract or work with an outside party to provide Waste and Recycling Cart recycling and/or buyback services?</p> <p>Is a buyback and/or recycling program outline or brochure provided with the Offeror’s submittal?</p>		
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**Table C – ANSI Conformance and Construction Requirements:** The Waste and Recycling Carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

<b>Table C – ANSI Conformance and Construction Requirements</b>	<b>Yes</b>	<b>No</b>
<p><b>ANSI CONFORMANCE:</b> Carts proposed herein must meet the most current requirements of ANSI Z245.30 and ANSI Z245.60 standards for “Type B/G” Carts.</p> <p>The Offeror must submit independently certified copies of all ANSI test results with proposal. Test results must state load (in pounds) under which tests were conducted. The ANSI Appendix D test for “Loading and Unloading Test for Containers” must clearly state that the required 520 dump cycles under the Cart’s full rated load were performed on both a Semi-Automated Container Lifter and a Fully Automated Grabber Arm.</p>		
<p><b>INTERIOR CONSTRUCTION:</b> The interior surface of the Waste and Recycling Carts must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the Waste and Recycling Carts could become trapped. The lower catch bar cannot be exposed to the interior of the Cart.</p>		

<p><b>SEMI-AUTOMATED LIFT SYSTEM:</b> Each Waste and Recycling Cart shall be equipped with an internal upper lifting skirt, which makes it compatible with standard American semi-automated bar-locking lifters. The lower catch bar of the 95+/-Gallon and 65+/-Gallon Carts must come pre-installed from the manufacturer, must be designed to withstand over ten (10) years of lifter attachment, must be constructed of galvanized/corrosion-resistant metal or composite material, must be a minimum ¾ inches in diameter, must be free floating, and must not be exposed to the interior of the Cart. Waste and Recycling Carts with bolted-on lower bars are NOT acceptable.</p>		
<p><b>FULLY AUTOMATED LIFT SYSTEM:</b> Each Waste and Recycling Cart shall be equipped with an exterior pattern or texture in the collection area that improves the friction between the lifter and the Cart to reduce the number of Carts falling into the hopper of the collection vehicle.</p>		
<p><b>ABRASION PROTECTION:</b> The Waste and Recycling Carts must be designed with a drag rail or wear ridge on the Cart bottom. The Waste and Recycling Cart base must be reinforced in the area that contacts the ground with a molded-in wear strip.</p>		
<p><b>RIM OF BODY:</b> The top of the Waste and Recycling Cart body shall be molded with a reinforced rim to add structural strength and stability to the Cart and to provide a flat surface for lid closure. This reinforced rim shall have a raised inner perimeter to serve as a barrier to escaping odors, intrusion of pests, and to prevent moisture from entering the Cart from under the edge of the lid. The rim of the Cart must not be designed to have an inward radius to obstruct free flow emptying of material out from the Cart.</p>		
<p><b>BODY:</b> The Cart shall be aerodynamically designed to remain stable in winds of approximately 25-30 miles per hour either empty or loaded.</p>		
<p><b>STABILITY:</b> The Cart shall be designed whether empty or full to remain in the upright position when the lid is thrown open.</p>		

<p><b>LID:</b> The lid shall be of one-piece construction; injection molded of high-density polyethylene resin (HDPE). The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the Cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc and hang open without stressing the lid or Cart body. Living hinges and lid counterweights are unacceptable. The manufacturer may not attach lids to Carts using metal hinges, brackets/bolts and/or screws, metal bars, PVC, plastic glued connections, or any hidden bars. Lid attachments must be constructed of weather resistant plastic only. Attachments must be easily installed during Cart assembly and uninstalled during Cart disassembly. Lid must be capable of being imprinted with a custom hot stamp or in-mold label technology. Lid attachment hinge must be no less than 1.25 inches in width.</p> <p>STATE LID HINGE ATTACHMENT WIDTH for 95 +/- Gallon Waste Carts: _____ inches</p> <p>STATE LID HINGE ATTACHMENT WIDTH for 65 +/- Gallon Recycling Carts: _____ inches</p>		
<p><b>HANDLES:</b> Each Waste and Recycling Cart must be equipped with a handle that is a minimum of 1 inch in diameter. The handle and handle mounts must be an integrally molded part of the Cart body. The handle shall be designed to afford the user positive control of the loaded Cart. The handle must not have the ability to rotate on its own axis at any time. Handles that are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.</p>		
<p><b>AXLE:</b> The axle for the 65+/- Gallon Recycling Cart must be a minimum of ¾ inches in diameter, high strength steel fully supported by Cart body, and the axle for the 95+/- Gallon Waste Cart must be a minimum of 5/8 inches in diameter, high strength steel fully supported by Cart body. The Axle for the Waste and Recycling Carts must be zinc chromate plated or powder coated equivalent for corrosion protection / rust resistance. Axle must slide through at least (2) two molded-in plastic journals in the Cart bottom and must not be exposed to contents inside of Cart. There must also be a minimum of (2) two half journals molded into the bottom of the Cart for the axle to slide through to ensure proper weight distribution of the contents of the Cart. Axles attached by means of bolts or rivets are unacceptable.</p>		



<p><b>EASE OF ASSEMBLY AND DISASSEMBLY:</b> The Offeror must supply a Cart assembly instruction sheet with their response. The instruction sheet should include a list of Cart parts and a list of tools needed for assembly.</p>		
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**Table D - Cart Specifications for 95+/- Gallon Waste Carts:** The Waste Carts offered must be 95 Gallons (+/-3%) and must comply with the following listed specifications no exceptions will be taken unless approved in writing by the City of Flint.

Table D – 95+/- Gallon Waste Cart Description	Yes	No
<p><b>LOAD RATING:</b> The 95+/- Gallon Waste Cart must be designed to regularly receive and dump the following pounds of waste materials, excluding the weight of the Waste Cart, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.</p> <p style="text-align: center;"><b>95+/-Gallon – minimum 300 pounds</b></p> <p>STATE LOAD RATING OF CART: _____ pounds</p>		
<p><b>MANEUVERABILITY:</b> To ensure that the proposed 95+/- Gallon Waste Cart is easily operated by residents, the Offeror must state the average tipping forces required to maneuver a fully loaded Waste Cart when tilted to the roll position. The Offeror must also submit documentation that conforms to ANSI Z-245.60 Force to Tip testing that clearly defines the Waste Cart’s maximum average tipping force. Any Waste Cart that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.</p> <p>STATE MAXIMUM AVERAGE FORCE: _____ pounds</p>		
<p><b>RESIN WEIGHT:</b> The quoted Waste Cart must be manufactured to achieve a minimum resin weight of the following:</p> <p style="text-align: center;"><b>95+/- Gallon – minimum 29.5 pounds</b></p> <p>STATE RESIN WEIGHT OF WASTE CART: _____ pounds</p>		

<p><b>WALL THICKNESS:</b> The quoted 95+/- Gallon Waste Cart must have a nominal wall thickness average of 0.165 inches throughout the body of the Waste Cart and a minimum wall thickness and 0.185 inches in the critical wear points (i.e. Cart bottom, handle and lift mechanism). The minimum wall thickness of the lid must be 0.140 inches.</p> <p>STATE BODY WALL THICKNESS: _____ inches  STATE CRITICAL WEAR POINT THICKNESS: _____ inches  STATE LID WALL THICKNESS: _____ inches</p>		
<p><b>CAPACITY:</b> The total capacity of the Waste Cart body, excluding the lid, must be 95 U.S. Gallons (+/- 3%). Offeror must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the Cart body (to the nearest 0.1 U.S. Gallon).</p> <p>STATE TOTAL CAPACITY: _____ Gallons</p>		
<p><b>DIMENSIONS:</b> The maximum exterior dimensions of the completely assembled Cart are as follows:  HEIGHT: 46 inches  DEPTH: 34 inches  WIDTH: 29 inches</p> <p>STATE HEIGHT: _____ inches  STATE DEPTH: _____ inches  STATE WIDTH: _____ inches</p>		
<p><b>WHEELS:</b> Wheels for the Waste Cart shall be minimum 10 inches in diameter and 1.75 inches wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs. Wheels must be snap on style wheels. Wheels that require the use of pal nuts, washers or other means of connection will be considered unacceptable.</p>		
<p><b>NUMBER OF PARTS:</b> For ease of assembly and parts inventory, The City is requesting the Offeror to state the number of separate parts that comprise each Cart to include but not limited to; lid, body, wheels, axle, catch bar, rivets, lid fastener components, etc. A maximum of 8 parts is required.</p> <p>STATE NUMBER OF SEPARATE PARTS: _____</p>		

**Table E - Cart Specifications for 65+/- Gallon Recycling Carts:** The Recycling Carts offered must be 65 Gallons (+/-3%) and must comply with the following listed specifications no exceptions will be taken unless approved in writing by the City of Flint.

Table E – 65+/- Gallon Recycling Cart Description	Yes	No
<p><b>LOAD RATING:</b> The 65+/- Gallon Recycling Cart must be designed to regularly receive and dump the following pounds of recycled materials, excluding the weight of the Recycling Cart, without permanent damage or deformation. The load rating must conform to ANSI Standard Z245.30.</p> <p style="text-align: center;">65 +/- Gallon – minimum 227 pounds</p> <p>STATE LOAD RATING OF CART: _____ pounds</p>		
<p><b>MANEUVERABILITY:</b> To ensure that the proposed 65+/- Gallon Recycling Cart is easily operated by residents, the Offeror must state the average tipping forces required to maneuver a fully loaded Recycling Cart when tilted to the roll position. The Offeror must also submit documentation that conforms to ANSI Z-245.60 Force-to Tip testing that clearly defines the Recycling Cart’s maximum average tipping force. Any Recycling Cart that is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified.</p> <p>STATE MAXIMUM AVERAGE FORCE: _____ pounds</p>		
<p><b>RESIN WEIGHT:</b> The quoted Recycling Cart must be manufactured to achieve a minimum resin weight of the following:</p> <p style="text-align: center;"><b>65+/- Gallon – min 25 pounds</b></p> <p>STATE RESIN WEIGHT OF RECYCLING CART: _____ pounds</p>		
<p><b>WALL THICKNESS:</b> The quoted Recycling Cart must have a nominal wall thickness of 0.155 inches throughout the body of the Recycling Cart and a minimum wall thickness of 0.165 inches in the critical wear points (i.e. Cart bottom, handle and lift mechanism). The minimum wall thickness of the lid must be 0.140 inches.</p> <p>STATE BODY WALL THICKNESS: _____ inches            STATE CRITICAL WEAR POINT THICKNESS: _____ inches            STATE LID WALL THICKNESS: _____ inches</p>		

<p><b>CAPACITY:</b> The total capacity of the Recycling Cart body, excluding the lid, must be 65 Gallons (+/- 3%). Offeror must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the Cart body (to the nearest 0.1 U.S. Gallon).</p> <p>STATE TOTAL CAPACITY: _____ Gallons</p>		
<p><b>DIMENSIONS:</b> The maximum exterior dimensions of the completely assembled Cart are as follows:  HEIGHT: 44 inches  DEPTH: 27.00 inches  WIDTH: 26.50 inches</p> <p>STATE HEIGHT: _____ inches  STATE DEPTH: _____ inches  STATE WIDTH: _____ inches</p>		
<p><b>WHEELS:</b> Wheels shall be minimum 10 inches in diameter and 1.75 inches wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs. Wheels must be snap on style wheels. Wheels that require the use of pal nuts, washers or other means of connection will be considered unacceptable.</p>		
<p><b>NUMBER OF PARTS:</b> For ease of assembly and parts inventory, the City of Flint is requesting the Offeror to state the number of separate parts that comprise each Cart to include but not limited to; lid, body, wheels, axle, catch bar, rivets, lid fastener components, etc. A maximum of 8 parts is required.</p> <p>STATE NUMBER OF SEPARATE PARTS: _____</p>		

**Table F – Cart Markings:** Each Cart, 95+/- Gallon or 65+/- Gallon must be permanently marked as follows:

Table F – Cart Markings	Yes	No
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<p><b>SERIAL NUMBER OR BAR CODES:</b> Each Waste and Recycling Cart must have a bar code or associated serial number branded in white on the Cart. The final serial number shall be determined by the City of Flint with the support of the selected Cart manufacturer. The barcode or serial number must be visible when carts are nested during shipment. The serial number/bar code shall contain a unique set of numbers. The barcode or RFID tag will be used to scan the carts in and out of inventory and to track warranty. Adhesive or sticker serial number or bar codes are not acceptable. The Offeror will maintain an electronic file and database that will identify the date of manufacture by the serial number for warranty purposes in the future.</p> <p>The bar codes or RFID Tags are mandatory and will be used for Cart distribution and management after distribution.</p>		
<p><b>MANUFACTURE DATE:</b> Under the barcode or in the serial number on each Cart the date of manufacture must clearly be displayed.</p>		
<p><b>CART LOGO:</b> The City of Flint seeks to have customized hot stamps applied to the bodies of the Waste and Recycling Carts. The exact phrasing and logo details will be finalized with the selected Cart Manufacturer. The City of Flint’s present thinking is that the words “Property of The City of Flint” and the logo or seal of the City of Flint shall be affixed by hot stamp onto one side of the Waste and Recycling Cart bodies and the words “Flint Strong” shall be affixed by hot stamp onto the other side of the Waste and Recycling Cart bodies. The final artwork for logo and text must be approved by the City of Flint.</p>		

**Table G – Lid Markings:** The Lids of each Waste and Recycling Cart must be permanently marked as follows:

Table G – LID Markings	Yes	No
<p><b>USER INSTRUCTION:</b> Instructions for the safe use of the Cart must be molded into each lid. Instructions shall be approved by the City of Flint.</p>		
<p><b>LOAD RATING:</b> The load rating of the Cart must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.</p>		
<p><b>WASTE CART LID MARKINGS:</b> The words “Bagged Waste Only” shall be affixed by hot stamp onto Lid of the 95+/- Gallon Waste Carts. The exact wording will be finalized with the selected Cart Manufacturer, and the final text must be approved by the City of Flint.</p>		

<p><b>RECYCLING CART LID MARKINGS:</b> The words “Recyclables Only” shall be affixed by hot stamp onto Lid of the 65+/- Gallon Recycling Carts. The exact wording will be finalized with the selected Cart Manufacturer, and the final text must be approved by the City of Flint.</p>		
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**Table H – Optional Recycling Cart In-Mold Label (IML) Specifications:** The City of Flint seeks the option of including an In-Mold Label on the Lid of the 65+/- Gallon Recycling Carts. The Offeror shall be prepared to include a colored In-Mold Label with information pertinent to the City of Flint’s Recycling Program on the Lid of the 65+/- Gallon Recycling Carts. Recycling Carts with the addition of this feature shall be priced separately on the Price Proposal Form. The City of Flint shall provide the In-Mold Label related artwork.

<p><b>Table H – Optional Recycling Cart In-Mold Label Specifications for 65+/- Gallon Recycling Carts - The In-Mold Label must comply with the following listed specifications</b></p>	<p><b>Yes</b></p>	<p><b>No</b></p>
<p>In-Mold Label shall be permanently molded into the Recycling Cart lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.</p>		
<p><b>LID MARKINGS:</b> Should the City of Flint decided to exercise the option to purchase 65+/- Gallon Recycling Carts with an In-Mold Label on the lid, then the required Recycling Cart Lid Markings referenced in Table G may be eliminated, changed or updated accordingly to compliment the information presented on the In-Mold Label</p>		
<p><b>PRICING:</b> The optional In-Mold Label for the 65+/- Gallon Recycling Carts shall be one price per Recycling Cart for label design, layout, proofing, color printing, ultra-violet ray protection, placement on the lid of the Cart for the original Recycling Cart order quantity.</p>		
<p><b>IML LABEL SIZE:</b> The size of the In-Mold Label for the 65+/- Gallon Recycling Cart Lid shall be 8 inches by 12 inches or scaled accordingly.  STATE DIMENSIONS OF IML: _____ inches by _____ inches</p>		

**Table I – Warranty:** The Offeror must submit with its proposal a warranty specimen of the exact warranty offered for the Carts. The Waste and the Recycling Carts shall have the same warranty. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years after installation. The transportation costs of sending the warranty Waste and/or Recycling Carts to the City of Flint or the Contracted Hauler must be assumed by the Offeror. Also, the warranty extends only to the first purchaser of Waste and Recycling Carts.

The Offeror's warranty is understood to include, whether stated in Offeror's warranty or not, the following coverage:

<b>Table I - Warranty Description</b>	<b>Yes</b>	<b>No</b>
The 95+/- Gallon Waste Carts and the 65+/- Recycling Carts shall have the same warranty coverage.		
The warranty covers the failure of the lid to prevent rainwater from entering the Cart when in the closed position.		
The warranty covers damage to the Cart body, lid or any component parts through opening or closing the lid.		
The warranty covers the failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.		
The warranty covers the failure of the body and lid to maintain their original shape.		
The warranty covers damage or cracking of the Cart body through normal operating conditions.		
The warranty covers failure of the wheels to provide continuous easy mobility as originally designed.		
The warranty covers failure of any part to conform to minimum standards as specified herein.		
The Warranty must be non-prorated for a full 10 years.		
If Offeror is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the Offeror. The Offeror must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the Offeror, should the Offeror ever be in a position to not do so. Such letter shall be signed by the owning entity's top officer and notarized.		

**Table J – Assembly and Delivery:** The City of Flint is seeking Assembly and Delivery (A&D) Services as part of this Waste and Recycling Cart procurement.

<b>Table J – Assembly and Delivery</b>	<b>Yes</b>	<b>No</b>
Assembly and Delivery Subpart 1 – Personnel		
Offeror provides Assembly and Delivery Services via sub-contractor.		

Offeror provides Assembly and Delivery Services using Offeror employees / personnel.		
<b>Assembly and Delivery Subpart 2 – Delivery Planning</b>		
The Offeror shall be responsible for shipment, staging, assembling and delivering Waste and Recycling Carts and coordinating the delivery of Carts in field. One (1) 95+/- Gallon Waste Cart and one (1) 65+/- Recycling Cart will be distributed to each residential address in the City. The City of Flint shall supply a comprehensive address list no less than 4 weeks prior to container delivery start date.		
Carts may be delivered six (6) days per week, Monday through Saturday.		
Offeror shall perform deliveries based off of City of Flint or Contracted Hauler’s assigned routes, or on an otherwise mutually agreed upon route and schedule.		
Offeror must use handhelds that can add any addresses that may have been excluded from the original delivery list in the field.		
Offeror must provide handhelds that have resolution codes for coding out exceptions to delivery.		
These resolution codes would include, but are not limited to vacant property, burned out structure, uninhabitable home, vacant lot, with final list of resolution codes to be agreed upon by the City of Flint and the selected Offeror.		
<b>Assembly and Delivery Subpart 3 – Data Responsibility and Delivery</b>		
The Offeror will be required to scan every container to assign it to an address during delivery. Information includes asset serial number, RFID number, asset size/type, address, and latitude/longitude of delivery location. Manual written down serial numbers are NOT acceptable.		
Offeror shall complete this task at all locations for each Waste and Recycling Cart in all conditions except as a result of extreme weather conditions or Acts of God.		
Offeror will have the ability to migrate all open and closed request data into a Cloud-based asset management system for ongoing Cart management and reporting.		
Offeror will make available all data resulting from Assembly and Delivery including asset serial number, RFID number, asset size/type, address, and latitude/longitude of delivery location available to City of Flint and / or the Contracted Hauler upon request by the City of Flint.		



Assembly and Delivery Subpart 4 – Automated Reports and Portal Access		
Offeror shall provide access to a cloud-based portal to see ongoing open and closed requests during the Cart roll out.		
Offeror will provide access to daily closed request information.		
Offeror will utilize a cell-based handheld for container scanning for real-time updates on delivery completion.		
Cart delivery reports will be available on demand through a web portal.		
Cart delivery open and completed requests will be displayed in a widget on the desktop users dashboard.		
Upon completion of Assembly and Delivery, Offeror shall provide the City of Flint with an updated comprehensive address list that shall include asset serial number for Waste Carts, asset serial number for Recycling Carts, the associated RFID number, asset size/type, address, and latitude/longitude of delivery location to City of Flint upon request by the City of Flint. This list shall be available as an Excel or CSV file.		
Assembly and Delivery Subpart 5 – Outreach Material Distribution		
Offeror shall distribute one (1) City of Flint produced and provided kit of information to each household receiving Waste and/or Recycling Carts during Assembly and Distribution. This kit of information shall be attached to each Recycling Cart in a weather-proof enclosure via a method agreed upon by the Assembly and Delivery team and the City of Flint. If the resident refuses a Recycling Cart, then the information kit shall be attached to the Waste Cart.		

**Table K - Price Adjustments and Replacement Carts:**

<b>Table K – Price Adjustments and Replacement Carts</b>	<b>Yes</b>	<b>No</b>
<b>PRICE ADJUSTMENTS:</b> Prices quoted in response to this solicitation shall be firm as long as Assembly and Delivery is completed prior to August 31, 2024. After August 31, 2024, prices may be subject to revision and such changes shall be negotiated between the City of Flint and the selected Offeror.		

<p><b>REPLACEMENT / ADDITIONAL CARTS:</b> The City of Flint intends to enter into a relationship with the selected Cart Manufacturer which shall enable the City to purchase additional Waste and / or Recycling Carts through June 30, 2028. Replacement Waste and Recycling Carts shall be consistent with those specified herein, however no Donated Resin will be available to support the production. The City of Flint asks that Offerors submit unit-cost pricing for separately purchased Waste and/or Recycling Carts on the Price Proposal Form in Pricing Part 4. The prices submitted shall assume the City will purchase replacement / additional carts in full truck-load quantity increments.</p> <p>Offeror will provide <b>firm</b> per-cart pricing for additional carts to be purchased through June 30, 2025 as specified in Pricing Part 4 of the Price Proposal Form. Pricing for additional Waste and Recycling Carts purchased after June 30, 2025 may be adjusted as specified by the Offeror in Pricing Part 4. It is understood by the City of Flint and the Offeror that per-cart pricing in future years includes freight for full truck-load quantities.</p>		
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**Table L – RFID Tag and Bar Code/Serial Number Integration:** Each Cart must be produced and shipped with a bar code/serial number and UHF RFID tag that have been pre-associated at the manufacturer’s production facility.

Table L – RFID Tag and Bar Code/Serial Number Integration	Yes	No
<p><b>RFID TAG &amp; BAR CODE/SERIAL NUMBER ASSOCIATION:</b> As stated in Table F, each Waste and Recycling Cart must have a bar code or serial number branded in white on the Cart. Each Waste and Recycling Cart must also have an UHF RFID tag that has been pre-associated with the Cart serial number at the manufacturing facility. It is the responsibility of the Cart manufacturer to provide and maintain an electronic data base for The City of Flint which includes the association information.</p>		
<p><b>RFID TAG DATA BASE:</b> The Cart manufacturer provided and maintained electronic data base must include each Cart’s RFID Tag, Serial Number, Date of Manufacture, Location of Manufacture, Container size and Container Type. It is expected that the manufacturer will maintain this data base for the City of Flint and provide additional association information for future Cart purchases.</p> <p>The City of Flint may at any time request for this information during the production of containers and said bidder must provide the association information within three (3) working days of request.</p>		

<b>RFID INLAY SPECIFICATIONS:</b> The RFID inlay must be passive Gen 2 UHF Tag and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F.		
<b>RFID TAG TESTING:</b> RFID tag used in manufacturing has been tested and certified with an IP67 rating.		
<b>RFID TAG VERIFICATION:</b> The RFID tag must be encoded and verified at the manufacturing facility to ensure that it is working properly prior to shipment.		
<b>RFID EXPERIENCE:</b> Offerors shall illustrate experience in providing communities with RFID enabled Carts.  Number of RFID enabled containers on the street _____		

**Table M – Spare Parts:** Offeror shall provide spare parts as follows that can be used by Contracted Hauler for non-warranty maintenance and repair.

<b>Table M – Spare Parts</b>	<b>Yes</b>	<b>No</b>
<b>PARTS AVAILABILITY:</b> All Offerors will supply a listing of replacement parts available for their model Cart, both for the 95 +/- Gallon Waste Cart and the 65 +/- Gallon Recycling Cart.		
<p><b>PARTS FOR 65+/- GALLON RECYCLING CARTS:</b> The Cart Manufacturer will provide the following spare parts for the 65+/- Gallon Recycling Carts in the specified quantities, and these spare parts will be delivered to the Contract Hauler along with the additional Waste and Recycling Carts for inventory.</p> <p>LIDS – Quantity = 100 units</p> <p>AXLES – Quantity = 50 units.</p> <p>WHEELS – Quantity = 100 units.</p> <p>LID FASTENER / PINS – Quantity = 100 units.</p> <p>LOWER CATCH BARS – Quantity = 50 units.</p> <p>The spare Lids for the Recycling Carts shall be marked as specified in Table G unless the City of Flint decides to adopt the optional Recycling Cart IML, and in such case the Lids for the Recycling Carts shall comply with Table H.</p>		

<p><b>PARTS FOR 95+/- GALLON WASTE CARTS:</b> The Cart Manufacturer will provide the following spare parts for the 95+/- Gallon Waste Carts in the specified quantities, and these spare parts will be delivered to the Contract Hauler along with the additional Waste and Recycling Carts for inventory.</p> <p>LIDS – Quantity = 100 units</p> <p>AXLES – Quantity = 50 units.</p> <p>WHEELS – Quantity = 100 units.</p> <p>LID FASTENER / PINS – Quantity = 100 units.</p> <p>LOWER CATCH BARS – Quantity = 50 units.</p>		
<p><b>PARTS COMPATIBILITY:</b> The spare parts will in all ways match the parts provided with the fully assembled Waste and Recycling Carts delivered to Flint households and shall be completely compatible with the Waste and/or Recycling Carts accordingly.</p>		

**Table N – Delivery Timeframe**

<p><b>Table N – Delivery Timeframe</b></p>
<p>Specify the number of days the order will be fulfilled after the receipt of a purchase order:</p> <p>_____ Days</p>

Price Proposal Form  
 City of Flint

**Pricing Part 1** – Waste and Recycling Carts per Specifications for Serviced Addresses in the City of Flint including Freight and Assembly and Delivery

Description	Unit of Measure	Quantity	Unit Price	Total Price
95+/- Waste Carts	Each	35,500		
65+/- Recycling Carts	Each	35,500		
Total Cost including Freight and Assembly and Delivery*				

The exact number of Waste and Recycling Carts assembled and delivered may vary based on final address list. Any carts not delivered to service points in the City of Flint will be added to carts for inventory and delivered to 1301 Consumers Drive, Flint, MI 48505

\*The pricing submitted in the table above should not include or reflect a savings or reduction resulting from the 1.2 Million Pounds of Donated Resin. The City of Flint will apply a value for the Donated Resin as determined through the use of the IHS Chemical Market Advisory Service North American Resin Pricing Index for High Density Polyethylene (HDPE) Injection based on February 2024 Actual, and the City of Flint shall deduct this amount from the Total Cost submitted above to determine the final price to be paid by the City of Flint for the specified carts listed in Pricing Part 1.

**Pricing Part 2** – Waste and Recycling Carts per Specifications for Serviced Addresses in the City of Flint including Freight and Assembly and Delivery where Recycling Carts come with Optional In-Mold Label

Description	Unit of Measure	Quantity	Unit Price	Total Price
95+/- Waste Carts	Each	35,500		
65+/- Recycling Carts with optional In-Mold Label	Each	35,500		
Total Cost including Freight and Assembly and Delivery*				

The exact number of Waste and Recycling Carts assembled and delivered may vary based on final address list. Any carts not delivered to service points in the City of Flint will be added to carts for inventory and delivered to 1301 Consumers Drive, Flint, MI 48505

\*The pricing submitted in the table above should not include or reflect a savings or reduction resulting from the 1.2 Million Pounds of Donated Resin. The City of Flint will apply a value for the Donated Resin as determined through the use of the IHS Chemical Market Advisory Service North American Resin Pricing Index for High Density Polyethylene (HDPE) Injection based on

February 2024 Actual, and the City of Flint shall deduct this amount from the Total Cost submitted above to determine the final price to be paid by the City of Flint for the specified carts listed in Pricing Part 2.

**Pricing Part 3** – Carts for Inventory Delivered to Contracted Hauler including Freight to 1301 Consumers Drive, Flint, MI 48505

Description	Unit of Measure	Quantity	Unit Price	Total Price
95+/- Waste Carts	Each	500		
65+/- Recycling Carts	Each	500		
65+/- Recycling Carts with optional In-Mold Label	Each	500		

**Pricing Part 4** – Additional / Replacement Carts in Future Years, including Freight for Full Truck-Load Quantities. Offeror will provide **firm** per-cart pricing for additional carts to be purchased through June 30, 2025 as specified below. Pricing for additional Waste and Recycling Carts purchased after June 30, 2025 may be adjusted as specified by the Offeror in Pricing Part 4

Additional / Replacement 95+/- Waste Carts Including Freight for Full Truck-Load Quantities		
Description	Unit of Measure	Unit Price through June 30, 2025
95+/- Waste Carts	Each	

Additional / Replacement 65+/- Recycling Carts Including Freight for Full Truck-Load Quantities		
Description	Unit of Measure	Unit Price through June 30, 2025
65+/- Recycling Carts	Each	

Additional / Replacement 65+/- Recycling Carts Including Freight for Full Truck-Load Quantities		
Description	Unit of Measure	Unit Price through June 30, 2025
65+/- Recycling Carts w/IML	Each	

Describe Pricing Adjustment (if any) for Additional / Replacement Waste and Recycling Carts including Freight for Full Truck-Load Quantities to be purchased after June 30, 2025.
Description:

**Pricing Part 5** – Spare Parts per Specifications Delivered to Contracted Hauler Including Freight to 1301 Consumers Drive, Flint, MI 48505

Parts for 95+/- Gallon Waste Carts including Freight				
Description	Unit of Measure	Quantity	Unit Price	Total Price
Lids	Each	100		
Axles	Each	50		
Wheels	Each	100		
Lid Fasteners / Pins	Each	100		
Lower Catch Bars	Each	50		

Parts for 65+/- Gallon Recycling Carts including Freight				
Description	Unit of Measure	Quantity	Unit Price	Total Price
Lids	Each	100		
Lids with Optional In-Mold Label	Each	100		
Axles	Each	50		
Wheels	Each	100		
Lid Fasteners / Pins	Each	100		
Lower Catch Bars	Each	50		

**Appendix 1** – Sample Assistance Agreement to be finalized between the Selected Cart Manufacturer and The Recycling Partnership to govern use of donated resin.

**ASSISTANCE AGREEMENT**

This Assistance Agreement (the “**Agreement**”) is made and entered into by and between Cart Manufacturer Legal Name (“*[Insert MFG Name Shorthand]*”) and The Recycling Partnership, Inc. (“**Recipient**”), effective as of March 31, 2024 (“**Effective Date**”). Each of *[Insert MFG Name Shorthand]* and Recipient may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

Recipient is an organization that is federally tax-exempt under §501(a) of the Internal Revenue Code of 1986, as amended (“**Code**”), as an organization described in §501(c)(3) of the Code and has sought the assistance of *[Insert MFG Name Shorthand]* described herein (the “**Assistance**”) in connection with facilitating an in-kind donation from The Dow Chemical Company (“**Donor**”) described herein and aiding the City of Flint, Michigan (“**City**”) as described herein.

The Assistance and the donation from the Donor are intended to be used for charitable purposes consistent with the mission and goals of Recipient. Specifically, Recipient intends to aid the City in improving the curbside recycling system for City residents by (i) making grants and other distributions to City and (ii) working with Donor and *[Insert MFG Name Shorthand]* through a unique public-private partnership whereby Donor will donate High-Density Polyethylene resin (the “**Resin**”) to Recipient for delivery to *[Insert MFG Name Shorthand]*, which *[Insert MFG Name Shorthand]*, as part of the Assistance, will use to produce waste and recycling carts that *[Insert MFG Name Shorthand]* will offer to City at a discounted price (the “**Project**”). The intent of the Project is to provide waste and recycling carts to City at a reduced price so City and City’s residents can benefit from a fully carted curbside recycling system.

The Project is predicated on each of (i) City and *[Insert MFG Name Shorthand]* entering into an agreement to produce waste and recycling carts (the “**Cart Agreement**”) for the Project; (ii) Donor’s donation of the Resin to Recipient; (iii) City and Recipient entering into a grant agreement pursuant to which Recipient will make cash grants to or for the benefit of City in an amount not to exceed Two Million Four Hundred Ninety-Two Thousand Dollars (\$2,492,000) (the “**Grant Agreement**”); and (iv) the Parties complying with their obligations hereunder.

The Parties agree, as set out more fully in Section 5 hereof, that if City and *[Insert MFG Name Shorthand]* do not enter into the Cart Agreement, Donor will not take any of the actions set forth in Section 5 of this Agreement, including, without limitation, donation of the Resin to Recipient. In such case, the Project shall be terminated and the Parties agree to promptly terminate this Agreement.



In recognition of the foregoing, Donor has agreed to make a contribution of the Resin to Recipient on the terms and conditions stated set forth in a separate Resin Contribution Agreement, and, in accepting such contribution, Recipient has covenanted that it will comply with the terms and conditions stated in such Agreement.

The Parties further agree that if (i) City and Recipient do not enter into the Grant Agreement or (ii) the terms of the Cart Agreement do not reflect a net savings/reduction in cost for City waste and recycling carts for the Project substantially equal to the value of the Resin, Recipient will not take any of the actions set forth in Section 6 hereof, including, without limitation, making grants to the City. In such case, the Project shall be terminated and the Parties agree to promptly terminate this Agreement.

The terms of this Agreement will apply to all current and future Assistance from *[Insert MFG Name Shorthand]* with respect to the Project unless and until this Agreement is either suspended or terminated pursuant to the terms herein or as amended by the Parties.

## **TERMS AND CONDITIONS**

**1. Recipient's Tax Status.** Recipient represents and warrants that as of the Effective Date, Recipient is an organization that is federally tax-exempt under §501(a) of the Code as an organization described in §501(c)(3) of the Code, and that Recipient is organized and operated as a non-profit organization, or an educational institution, or a government entity residing in the United States. If there is any change in the Recipient's tax status, Recipient shall notify *[Insert MFG Name Shorthand]* promptly in writing.

### **2. Purpose.**

(a) Recipient represents and warrants that all Assistance from *[Insert MFG Name Shorthand]* shall be used solely for the purposes of the Project as set out in this Agreement and in a manner consistent with Recipient's non-profit status. If Recipient desires to modify the use of the Assistance for uses other than the Project, a request must be submitted in writing and approved in writing by *[Insert MFG Name Shorthand]*. If *[Insert MFG Name Shorthand]* obtains information that any portion of the Assistance is not being used in a manner consistent with the Project, *[Insert MFG Name Shorthand]* may investigate Recipient's use of such Assistance and Recipient covenants that it shall cooperate fully in any such investigation. *[Insert MFG Name Shorthand]* may withhold further Assistance and suspend its performance under this Agreement pending the completion of such investigation, and if *[Insert MFG Name Shorthand]* determines that Assistance has been used for other purposes without *[Insert MFG Name Shorthand]*'s written authorization, *[Insert MFG Name Shorthand]* shall have the right to terminate this Agreement upon written notice.

(b) *[Insert MFG Name Shorthand]* represents and warrants that if *[Insert MFG Name Shorthand]* enters into the Cart Agreement with City, Donor's contribution of approximately 1,200,000 pounds of Resin (i) shall be used exclusively for the Project and (ii) shall result in the terms of the Cart Agreement reflecting a net savings/reduction in cost of waste and recycling carts for the Project that is substantially equal to the value of the Resin (the "**Reduction**"). If *[Insert*

*MFG Name Shorthand*] desires to (i) use the Resin other than for the Project or (ii) modify the Reduction, a request must be submitted in writing and approved in writing by Recipient. If Recipient obtains information that (i) Resin has not been used exclusively for the Project or (ii) the Cart Agreement does not reflect the Reduction, Recipient may investigate such issue and *[Insert MFG Name Shorthand]* covenants that it shall cooperate fully in any such investigation. Recipient may suspend its performance under this Agreement pending the completion of such investigation, and if Recipient determines that *[Insert MFG Name Shorthand]* has (i) not used Resin exclusively for the Project or (ii) modified the Reduction without Recipient’s written authorization, Recipient shall have the right to terminate this Agreement upon written notice.

**3. Term.**

Effective Date: March 31, 2024.

Termination Date: December 31, 2024, unless terminated earlier pursuant to the terms of this Agreement.

**4. Contribution Terms.**

Recipient Organization: The Recycling Partnership, Inc.

Approved Contribution: Donor shall contribute approximately 1,200,000 pounds of Resin during the Term so that City and *[Insert MFG Name Shorthand]* may enter into the Cart Agreement under terms reflecting the Reduction.

Contribution Schedule: Donor intends to deliver the Resin to *[Insert MFG Name Shorthand]* for the benefit of Recipient by June 30, 2024 in the form of rail cars with approximately 200,000 pounds of Resin each (each a “Rail Car”) and not to exceed two (2) Rail Cars per month, subject to Donor’s Resin availability, unless otherwise agreed among the Parties and Donor. The exact delivery dates shall be agreed upon in writing by the Parties and Donor prior to shipment.

Delivery Terms: Resin delivered, and title and risk of loss pass, to Recipient F.O.B. (Uniform Commercial Code) Donor’s shipping facility, except Donor pays freight and selects carrier.

Receiving Location: As part of the Assistance, Donor shall deliver the Resin to *[Insert MFG Name Shorthand]* for the benefit of Recipient at a *[Insert MFG Name Shorthand]* facility designated by *[Insert MFG Name Shorthand]*.

**5. Donor’s Commitments.** Donor and Recipient have agreed, conditioned upon *[Insert MFG Name Shorthand]* and City entering into the Cart Agreement, it being acknowledged

and agreed that neither Donor nor Recipient shall take any of the actions in this Section 5 on behalf of or in concert with any other party if *[Insert MFG Name Shorthand]* and City do not enter into the Cart Agreement, that Donor shall ship Resin free of charge to *[Insert MFG Name Shorthand]*'s Receiving Location for the benefit of Recipient. Donor has warranted to Recipient that (a) the Resin when shipped will meet Donor's then-current sales specifications for the Resin and (b) Donor will convey the Resin with good title, free from any lawful lien or encumbrance.

**6. Recipient's Commitments.** Recipient agrees to:

(a) subject to the terms and conditions of the Grant Agreement between Recipient and City, make cash grants to or for the benefit of City in an amount not to exceed Two Million Four Hundred Ninety-Two Thousand Dollars (\$2,492,000) for the Project;

(b) provide technical support for the successful launch of the Project; and

(c) provide education and outreach in connection with the Project.

**7. *[Insert MFG Name Shorthand]*'s Commitments.** *[Insert MFG Name Shorthand]* agrees to:

(a) be solely responsible for determining the suitability of the Resin, and any accompanying technical assistance and information provided by Donor, in the desired application;

(b) undertake the same commitments regarding safe and appropriate handling, storage, transportation, use, treatment, inspection, and disposal practices with respect to the Resin as it has with respect to product sold by Donor pursuant to Sales Contract XXXX, effective Insert Sales Contract Date, among Donor and *[Insert MFG Name Shorthand]*.;

(c) use the Resin only for purposes of the Project and not for *[Insert MFG Name Shorthand]*'s other business uses;

(d) negotiate in good faith with City to enter into the Cart Agreement in order to provide recycling carts for the Project per City's timeline and specifications and at a price reflecting the Reduction;

(e) share the value of the Reduction with Recipient, so that Recipient can ensure that cash grants for waste and recycling carts, when combined with the value of the Reduction, will result in the City's ability to distribute one (1) waste and one (1) recycling cart to each eligible household in City's jurisdiction; and

(f) provide Recipient with a written report documenting any shipments of Resin received by *[Insert MFG Name Shorthand]* from Donor as a result of this Agreement to include receipt date and the quantity of Resin in pounds that was received.

**8. Publication and Infringement.** No Party shall cause the publication of any press release or other announcement with respect to the Project without the prior written consent of the

other Party. The Project does not convey a license, express or implied, to use any trademark or trade name of any Party, and no Party shall use any trademark or trade name of another Party in the conduct of without that Party's prior written consent. No freedom from infringement of any patent owned by another Party is to be inferred.

**9. Future Commitments.** Unless otherwise agreed in writing, *[Insert MFG Name Shorthand]* reserves the right to reduce or eliminate any pending or agreed future Assistance at any time, with or without notice or cause.

**10. Records.** Each Party shall maintain records relating to the Project, and upon reasonable request of a Party shall supply such Party with any and all records of contributions or activity relating to the Project for purposes of verifying compliance with this Agreement. Each Party shall be given reasonable access to the files, records, and personnel of the other Party related to the Project for purposes of verifying compliance with this Agreement.

**11. Suspension or Termination.** *[Insert MFG Name Shorthand]* may suspend its performance and/or terminate this Agreement for cause in the event of a material default by Recipient, which shall include but, not be limited to, the following:

- (a) Recipient's failure to make meaningful, timely progress toward completion of the Project;
- (b) Recipient materially modifying the scope or timeline of the Project without *[Insert MFG Name Shorthand]*'s prior written approval;
- (c) Recipient's material disregard or violation of any law, ordinance, or governmental regulation with respect to the Project or the Resin;
- (d) Recipient's fraud or falsification of records relating to the Project or the Resin; or
- (e) material breach by Recipient of any other provision of this Agreement.

*[Insert MFG Name Shorthand]* shall provide Recipient with written notice of any alleged default and upon delivery of such notice may suspend its Assistance under this Agreement until Recipient cures such default or proposes a reasonable plan to timely cure such default to *[Insert MFG Name Shorthand]*'s reasonable satisfaction. *[Insert MFG Name Shorthand]*'s approval of a cure proposed by Recipient shall not be unreasonably withheld. If Recipient fails to cure such default within thirty (30) days from the date of such notice, then *[Insert MFG Name Shorthand]* shall have the right to terminate this Agreement. Termination shall not relieve or release any Party from any rights, liabilities, or obligations that have accrued prior to the date of such termination. If this Agreement is terminated for any reason, the Parties shall use commercially reasonable efforts to return any unused Resin to Donor.

**12. Force Majeure and Excused Performance.** Performance is excused when (a) there is any contingency beyond the reasonable control of a Party including, for example, war or hostilities, acts of God, accident, fire, explosion, public protest, breakage of equipment, pandemic,

acts of terrorism, activity of a governmental authority (including, for example, the passage of legislation or the failure to grant an export license), or labor difficulties that interferes with a Party's production, supply, transportation or consumption practice; or (b) Donor is unable to obtain raw materials, power or energy on terms Donor deems commercially acceptable. During times when performance is excused, all quantities of affected Resin will be eliminated from this Agreement without liability and Donor will allocate its supplies of raw materials and Resin among their various uses in any manner that Donor determines is fair and reasonable, but this Agreement will otherwise remain in effect. Donor will not be obligated to obtain raw materials, intermediates, or Resin from other sources, or to allocate raw materials, intermediates, or Resin from Donor's internal use.

**13. Compliance with Laws.** Each Party agrees it will neither undertake nor cause, nor permit to be undertaken, any activity which is illegal under any laws, decrees, rules, regulations, treaties, or international directives in effect in the United States (including, without limitation, the Foreign Corrupt Practices Act and other applicable anti-corruption laws, the Sarbanes-Oxley Act, immigration and export laws, and applicable campaign finance and disclosure laws), Canada, or other applicable jurisdictions. Each Party agrees that, with Assistance from *[Insert MFG Name Shorthand]* or from any other source, it will not, directly or indirectly, improperly give, offer, or promise, or authorize or tolerate to be given, offered, or promised, anything of value to any official, entity, or individual with the intent to (i) influence any act or decision of such official, entity, or individual, or (ii) induce such official, entity, or individual to use their influence to affect or influence any act or decision, in order to assist such Party in any way. Each Party agrees to notify the other Party immediately of any extortive solicitation, demand, or other request for anything of value, by or on behalf of any official, entity, or individual, relating to such Party's work on behalf of its stakeholders and contributors.

**14. Lobbying Activity.** None of the Assistance provided by *[Insert MFG Name Shorthand]* under this Agreement shall be used by Recipient for purposes of any state or federal lobbying activities. Each Party warrants that it shall fully comply with lobbying ethics laws and regulations of states and the federal government. Each Party is responsible for preparing and submitting timely and accurate lobbying disclosure reports as may be required by a local government, state government, provincial government, the United States government, the Canadian government, or any other governmental entity or organization for which the nature of such activities requires such reporting.

**15. *[Insert MFG Name Shorthand]*'s Liability.** *[Insert MFG Name Shorthand]* is pleased to provide the Assistance contemplated by this Agreement, but cannot accept legal responsibility for the Project. Accordingly, Recipient agrees to indemnify and hold *[Insert MFG Name Shorthand]* harmless from any and all liability that *[Insert MFG Name Shorthand]* may incur in connection with Recipient's use of *[Insert MFG Name Shorthand]*'s Assistance.

**16. Public Disclosures.** Recipient may disclose *[Insert MFG Name Shorthand]*'s Assistance on its website and/or in other public materials with the written consent of *[Insert MFG Name Shorthand]* and under such terms as the Parties shall reasonably agree.

**17. Authority.** Each Party represents and warrants that it has authority to enter into this Agreement, and that each individual signing this agreement on a Party's behalf is authorized to do so and is competent to act.

**18. Notices.** Notices and correspondence under this Agreement shall be delivered to each Party as set forth below. A Party may update its contact information by providing written notice to the other Party.

To [Insert MFG Name Shorthand]:

Insert Contact Name

Insert Contact Title

[Insert MFG Name Shorthand]

Insert Contact Street Address

Insert Contact City and State and Zip Code

Insert Contact email address

To Recipient:

Cody Marshall

Chief Systems Optimization Officer

The Recycling Partnership, Inc.

20 F Street NW, 7<sup>th</sup> Floor

Washington, DC 20001

cmarshall@recyclingpartnership.org with a copy to info@recyclingpartnership.org

**19. Benefit.** The Parties agree that participation in the Project does not convey any ownership rights over the Project to any Party. All statements, representations, warranties, and covenants in this Agreement are binding on the Parties to this Agreement and inure to the benefit of the respective successors and assigns of each Party to this Agreement. Nothing in this Agreement may be construed to create any rights or obligations except between the Parties to this Agreement, and no person, entity, or member of a charitable class served by Recipient may be regarded as a third-party beneficiary of this Agreement, including, but not limited to, City.

**20. Relationship of the Parties.** Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, agency, or any other similar relationship between the Parties, or otherwise alter the independent contractor relationship of the Parties.

**21. Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings (whether written or oral) between the Parties with respect to the Project. No waiver of any of the provisions hereof shall be effective unless in writing and signed by the Party against whom asserted and no waiver made shall bind a Party to a waiver of any succeeding breach of the same or any other provisions hereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective agents, representatives, successors, and assigns. This Agreement may not be modified or amended except by a writing duly executed by authorized representatives of the Parties.

**22. Assignment.** This Agreement is not assignable by any Party without the prior written consent of the non-assigning Party, except that each Party hereby consents, without further notice from [Insert MFG Name Shorthand], that [Insert MFG Name Shorthand] may assign or delegate all or a portion of this Agreement to any entity that is an affiliate of [Insert MFG Name Shorthand] that is formed to conduct, or conducts, all or a portion of the line of business to which this Agreement pertains. Any attempted assignment or transfer in violation hereof shall be void.

**23. Interpretation.** The Parties acknowledge and agree that: (a) each Party and the Party's legal counsel have had the opportunity to review and negotiate the terms and provisions of this Agreement and have contributed, or have had the opportunity to contribute, to its review and revision; (b) any rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be used to interpret this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to all Parties to this Agreement and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of all or any portion of this Agreement. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement.

**24. Severability.** If any court having jurisdiction determines that any provision, or any portion thereof, contained in this Agreement is unenforceable in any respect, then the provision will be deemed limited to the extent that the court deems it enforceable and, as so limited, will remain in full force and effect. If the court deems any provision, or portion thereof, wholly unenforceable, then the remaining provisions of this Agreement nevertheless will remain in full force and effect.

**25. Governing Law.** This Agreement and the rights and obligations of the parties under this Agreement are governed and must be interpreted under Texas law, without giving effect to the conflict of law principles. For purposes of any legal action under this Agreement, each Party irrevocably consents to the jurisdiction of the courts of Dallas County, Texas or, if jurisdiction can be established, of the United States of America for the Northern District of Texas. Each Party irrevocably consents to the service of process of any of the courts designated above in any action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the Party.

**26. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**[This space is intentionally left blank.]**

Each Party has executed this Agreement or caused this Agreement to be executed by an authorized individual. This Agreement shall be deemed to have been fully executed as of the Effective Date.

**THE RECYCLING PARTNERSHIP, INC.**

**[INSERT MFG LEGAL NAME]**

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Signature

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Signature

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Cody Marshall

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Print Name

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Print Name

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Chief Systems Optimization Officer

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Print Title

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Print Title

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Date

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Date