

Notice of Solicitation

Request for Proposals for Solid Waste Collection

The City of Luna Pier is accepting statements of qualifications from qualified firms to perform Solid Waste Collection services for the community. Proposals and Statements of Qualifications will be accepted until 12:00 p.m., February 16, 2021, at the City of Luna Pier offices, 4357 Buckeye Street, Luna Pier, MI. 48157.

The City is east of I 75 six miles north of the Ohio/Michigan border. The City residential population is approximately 1436, which translates into approximately 522 stops for pick-ups.

The Solid Waste Contract Specifications can be found on the City of Luna Pier website: cityoflunapier.com or at City Hall 4357 Buckeye St., Luna Pier, Mi. 48157

The City of Luna Pier reserves the right to accept or deny any and all proposals.

Jolene Upchurch
City of Luna Pier

SOLID WASTE CONTRACT SPECIFICATIONS

Article I. Solid Waste

Section 1.01 The collection of Solid Waste is deemed to mean the pickup and removal from each household at least once each week of all ashes, tin cans, junk, (whether metal or otherwise), paper, and garbage in a leak-proof container, and any other item not heretofore referred to which is placed in a suitable container or bag. Construction debris and other hazardous materials are not to be collected.

Section 1.02 All trash as herein defined shall be packaged in baskets, bags, cans or other suitable containers having at least one handle and placed on the curb in front of houses and/or from public right of ways.

Section 1.03 Contractor agrees to be responsible for the collection of trash including large items (i.e., appliances and furniture) on a weekly basis provided the same are placed on the curb in front of houses and/or from public right of way areas. Appliances containing chlorofluorocarbon (CFC) will not be collected unless they are “tagged” by a licensed refrigeration firm.

Article II. Contractor Regulation Compliance

Section 2.01 Contractor shall comply with all County, State and Federal Health Commission regulations for the disposal of all waste materials covered by this agreement.

Section 2.02 Contractor agrees to enter into this contract as an independent contractor and, as such, shall assume liability for fines and costs for any violations of all State, County, and Federal laws, regulations, or orders, including costs for remediation of any clean-up requirements resulting from the contractor’s negligent acts or omissions in its performance of services provided by this agreement.

Article III. Insurance

Section 3.01 Contractor shall name the City of Luna Pier as additionally shown insured for protection against liability claims arising out of acts of negligence

which could cause harm or damage to the City of Luna Pier, its citizens, or inhabitants in a comprehensive liability insurance policy.

Section 3.02 A copy of such policy shall be furnished to the City of Luna Pier within ten (10) days of execution of an agreement.

Section 3.03 Said policy shall insure the City of Luna Pier against liability for an amount not less than One Million Dollars (\$1,000,000) per occurrence; and Contractor, and not the City of Luna Pier, shall be responsible for payment of any deductible or self-insured retention, if any.

Article IV. Number of Stops

Section 4.01 Contractor agrees that this Contract is to include all new houses hereafter built or opened within the City limits and that this contract is to include collection at approximately 516 stops.

Article V. Duration

Section 5.01 Contractor agrees that the said contract is for a period of five years, beginning August 1, 2006 to July 31, 2011.

Section 5.02 The Contractor and City Council may mutually agree to extend the contract during the duration of this contract.

Article VI. Exclusions

Section 6.01 Except as otherwise provided herein, Contractor agrees that this contract shall not cover business areas located in the downtown area or other shopping center areas within the City of Luna Pier, and it is anticipated that Contractor may make separate and private arrangements with such business establishments.

Section 6.02 Contractor further understands that also to be excluded from this contract are any buildings and residents designated by the city.

Article VII. Municipal Containers

Section 7.01 Contractor agrees to provide at its expense, dumpsters in various locations in the City. Currently, the City has twenty 90 gallon containers on the beach serviced once per week, two 6-yard containers that are serviced twice a

week, two 6-yard containers serviced once a week, one 2-yard container serviced once a week, and one 20-yard roll-off container serviced on Tuesdays and Fridays. In the event that the City of Luna Pier opens additional park areas during the duration of this contract dumpsters will be provided.

Article VIII. Fee Increases

Section 8.01 In the event governmental fees or surcharges occur to increase the actual costs to the Contractor, the fees assessed by the City of Luna Pier may be renegotiated to reflect the actual costs, made retroactive to the date of increase, payable upon the next available budget adjustment.

Section 8.02 The contractor will provide all documentation of the above increases.

Article IX. Proposal

Section 9.01 Contractor agrees to meet all basic specifications.

Section 9.02 Information to be provided by bidders.

- A. The bidder shall provide a list of at least five (5) municipal customer references that have had a relationship with the bidder for at least two (2) years.
- B. Locations where the refuse will be disposed.
- C. Five year Michigan and Ohio litigation history, including a summary of the disposition of each case.

Performance Standards

- A. The Contractor shall be responsible for program management according to specific operating and personnel standards:
- B. The Contractor's vehicles shall be operated in accordance with applicable laws of the State of Michigan and local ordinances.
- C. Service shall be provided as scheduled unless excused by the City's Representative.

- D. The Contractor's employees and supervisors shall conduct themselves in a courteous, honest, and professional manner. The Contractor shall take immediate action to correct the behavior of any employee or supervisor who is insolent, disorderly, careless, unobservant, dishonest, or acting in any way that is detrimental to the satisfactory progress of work under the contract.
- E. The Contractor's employees shall be attired in a manner that is professional and as neat and clean as circumstances permit.
- F. The Contractor shall exercise reasonable care and diligence in handling waste containers. Any waste spilled while emptying the containers shall be completely and immediately cleaned up by the Contractor.
- G. The City will cooperate in requiring residents to provide and maintain suitable containers and shall replace cans in an erect position with the lids replaced or placed adjacent to the container, except during windy conditions when the containers may be laid on their side to avoid the cans being blown away. The Contractor shall be responsible for the replacement of any containers damaged by its employees.
- H. The Contractor shall have at least one field supervisor dedicated to overseeing the performance of the Contractor's workers in the City. The supervisor shall familiarize himself/herself with the City and the services required under these specifications.
- I. The Contractor shall maintain an office for the receipt of service calls and complaints. The office shall be open and available for calls, at minimum, Monday through Friday from 8 a.m. to 5 p.m. The office shall contain at least two telephone lines listed to a local or toll-free number listed under the Contractor's name in the City's local telephone directory. The office shall have the ability to communicate with personnel in the field.
- J. The Contractor shall provide at least one trained customer service representative to be on duty in the office at all times that the office is required to be open, to handle complaints and call for service.
- K. Each complaint shall be investigated by the Contractor and responded to within one business day unless mutually extended by the Contractor and the complaining party. If the complaint concerns the failure of the Contractor to collect solid waste, bulk items, building material, yard waste, and/or recyclables as required by these specifications, the Contractor shall make the collection by 6:00 p.m. of the same day. There will be no exception to this requirement unless the collection has been altered due to a holiday or unforeseen circumstances and authorized by the City's Representative.
- L. Vehicles used for collection shall have a complete enclosed, watertight body, and shall be properly designed so that the wheel and axle loads with

a fully-loaded body shall not exceed the schedule of weights allowed by the laws of the State of Michigan, Monroe County, and the City. If it is not possible to fully load the body and stay within the limits of the law, the Contractor will be required to reduce the loads in the body until they comply with the law.

- M. The equipment shall be painted uniformly and must be maintained in good condition, appearance, and in a sanitary condition at all times. Each piece of equipment shall include the Contractor's name and each vehicle shall be assigned a number that is prominently painted on the vehicle.
- N. Sufficient equipment and personnel shall be furnished to make all collections completely within one day.

Bid Bond

Each bid shall be accompanied by a bid bond payable to the City of Luna Pier in an amount of \$50,000.00. Bid bonds will be returned after the bid has been awarded.

Performance Bond

The Contractor shall be required to provide a Performance Bond in the amount of \$50,000 to be utilized by the City should the Contractor fail to perform the services required herein. The City, at its option, may also charge any cost related to the Contractor's failure to perform the services required, against any monies due or to become due to the Contractor.

Contractor's Proposal

Contractor proposed monthly fee per stop.

2006/07	_____
2007/08	_____
2008/09	_____
2009/10	_____
2010/11	_____

Contractor Representative Name _____

Contractor Rep signature _____

Date _____