



City of Marquette

INVITATION TO BID

BP # 24 – 01
SOLID WASTE COLLECTION
SERVICES- FACILITIES

JANUARY 15, 2024

Deadline and Bid Opening will be at 2:00 p.m., Thursday, April 25, 2024. Location of the opening will be at Marquette City Hall, Room 103, 300 W. Baraga Ave, Marquette, MI 49855. All bids must be submitted in duplicate in sealed envelopes clearly identifying the Bid title. No fax or electronic Bids will be accepted. Bid specs can be found on the City website at www.marquettemi.gov/departments/financial-services/bids-proposals-quotes.html

Mail Proposals To:

City of Marquette
BP 24 – 01
ATTN: Katie Burnette, Finance Department
300 W. Baraga Avenue
Marquette, MI 49855

The City of Marquette reserves the right to reject any and all bids if judged not to be in the best interest of the City.

Karen M. Kovacs
City Manager

For questions or further information, contact:

Scott Cambensy
Director of Public Works
City of Marquette
1100 Wright Street
Marquette, MI 49855
(906) 228-0444
scambensy@marquettemi.gov



Marquette
www.mqtcty.org

City of Marquette
Solid Waste Collection Services – City Facilities
Request for Bids
October 1, 2024 – September 30, 2031
BP 24 – 01

Karen M. Kovacs
City Manager

City of Marquette
Solid Waste Collection Services – City Facilities
Request for Bids
BP 24 – 01

I. OVERVIEW & INVITE

a. PURPOSE:

The purpose of this request for bids (RFB) is to provide solid waste services in the most cost-effective manner for City facilities. The City of Marquette reserves the right to accept or reject all or individual areas of the RFB as defined below.

b. PROJECT DESCRIPTION:

The City of Marquette requires solid waste collection of refuse and recycling from City facilities in an efficient and cost-effective manner.

Bids are requested for:

- Facility Refuse Collection.
- Facility Recycling Collection.

Bids will be accepted as follows:

- Bids must include responses to all areas listed.
- Bids must address the entire area as defined above.
- If an area cannot be addressed by your company, it must be stated in a written response. If essentially the same service can be provided, a written alternative may be stated for consideration.

c. PROJECT LOCATION: City of Marquette

d. OWNERS: City of Marquette
300 West Baraga Avenue
Marquette, Michigan 49855

e. DOCUMENTS ON FILE:

Contract Documents may be found on the City website at:

www.marquettetmi.gov/departments/financial-services/bids-proposals-quotes.html

f. PROPOSAL SUBMITAL DEADLINE:

Sealed Proposals for Solid Waste Services at City of Marquette Facilities may be mailed or delivered to:

City of Marquette
Solid Waste Services – City Facilities, BP 24 – 01
Attn: Katie Burnette, Finance Department
300 W. Baraga Avenue
Marquette MI 49855

Proposals will be accepted until 2:00 p.m. local time, Thursday, April 25, 2024.

g. BID GUARANTY:

Each bid proposal will be accompanied by a Bid Bond, cashier's, or certified check in the amount of five thousand and no/100 dollars (\$5,000.00) payable to the City of Marquette. Failure of the successful bidder to execute the contract within ten (10) days after notice of award shall result in such bid guarantee being forfeited to the City of Marquette. Bid guaranty of all responsive bidders will be returned by the City within 48 hours after approval of the Contract by the City.

h. CONTRACT SECURITY:

The successful bidder will be required to furnish a satisfactory Performance Bond, cashiers, or certified check in the amount of five thousand and no/100 dollars (\$5,000.00) payable to the City of Marquette.

i. CLARIFICATION:

Questions regarding this Request for Proposal can be addressed to Scott Cambensy, City of Marquette Director of Public Works, scambensy@marquettemi.gov

j. OWNER'S RIGHTS:

The City reserves the right to reject any or all Bids that are not in the best interest of the City of Marquette.

CITY OF MARQUETTE, MICHIGAN

Karen M. Kovacs
City Manager

II. GENERAL SPECIFICATIONS FOR MUNICIPAL FACILITIES COLLECTION

The General Instructions which follow apply to the collection of solid wastes, recyclables and compostable organic material from specified City facilities, and will become a part of a license (hereinafter referred to as Contract or Agreement) issued by the City of Marquette. Bidders are expected to fully inform themselves of these conditions prior to submitting a proposal. Failure to do so is at the bidders' risk, and the bidder cannot secure relief on the plea of error.

a. DEFINITIONS

"GARBAGE" or "REFUSE" means all household garbage, kitchen wastes, pet wastes, and small rubbish items, such as paper, wood, glass, plastic, cloth, leather, metal, or mineral trash, including cold ashes and soot. GARBAGE/REFUSE does not include materials intended for recycling, materials listed as yard waste, materials from construction or razing of buildings, waste from any manufacturing process or hazardous materials as defined by Federal, State, or Local law, rule, or regulation.

"RECYCLABLES" are both pre and post-consumer material which are materials generated by households or by commercial, industrial and institutional facilities in their role as end-users of the product, which can no longer be used for its intended purpose. This includes items which become a secondary raw material that may be processed into a useful, marketable material consisting of the following:

1. "FIBER RECYCLABLE MATERIALS" include cardboard, magazines, newspapers, office paper, books, junk mail, file folders, envelopes, scratch paper, shredded paper, telephone books, ledger, computer paper, manila envelopes, and sticky notes. All fiber materials can be comingled together.
2. "RIGID RECYCLABLE MATERIALS" include metal items, aluminum/steel/tin cans, food jars, water bottles, milk jugs, sports drink bottles, soda and juice bottles, yogurt and butter tubs, laundry detergent bottles, fabric softener bottles, drained oil plastic quarts/gallon/jugs, any narrow neck plastic bottle, all glass – any color. Recyclables should be rinsed. All rigid materials may be comingled together. Recyclables are not to be placed in paper, garbage, or plastic bags.

"RECYCLABLE" does not include yard waste, human waste, sewage sludge, nor any other putrescible materials. Recyclables shall also not include any hazardous materials.

"YARD WASTE" shall include materials such as grass clippings, weeds, leaves, cut up branches and brush.

"COMPOSTABLE ORGANIC MATERIAL" are those items which are eligible to be composted by the Marquette County Solid Waste Management Authority consisting

of the following: fruit and vegetable scraps or whole, bread, pasta, grains, eggshells and nutshells, coffee filters and grounds, tea bags and leaves, meat, fish, poultry, grease, bones, soiled paper towels and napkins, pizza boxes and paper food wrap.

"CONTAINERS" for refuse, and recyclables shall be as proposed by the Contractor and approved by the City, provided they meet the following specifications and are compatible. Containers will be well maintained and provided by the contractor.

b. TERM

The period of this Contract shall be seven (7) years commencing on October 1, 2024 and ending on September 30, 2031. The City reserves the right to extend the term of this contract by a period of up to one hundred eighty (180) days at the rate in effect September 30, 2031. The City shall initiate such an extension by serving a written notice to the licensee (hereinafter referred to as Contractor) at its place of business at least 30 days prior to the expiration of this Contract.

c. FUEL PRICE ADJUSTMENT

The purpose of the fuel price adjustment is to remove the burden of speculating fuel prices during this period of unstable fuel prices. The base price for fuel adjustment during the term of this contract shall be \$4.50 per gallon of diesel fuel. A 0.5% adjustment will be made to the per stop rate allowed for every full twenty-five cent (\$0.25) increase or decrease in the average monthly fuel price based upon the prior month. The average will be taken from the Energy Information Administration of the United States Department of Energy (DOE) Midwest Region website found at <https://www.eia.gov/petroleum/gasdiesel>. The average will be taken as the average of the weekly averages for the previous month for the current months billing statement.

d. MINIMUM SERVICES

Municipal Facilities Collection

Contractor shall supply separate containers for refuse and recyclables and compostable organics and provide collection and disposal service from designated municipal facilities and at such other municipal facilities and buildings as the City may from time to time require. Designated municipal facilities are listed on Exhibit "A". This list shall be subject to minor changes over the term of the contract. Such changes shall not be grounds for a change in the contract payments. Said collection service for refuse and recyclables shall be provided twice weekly, at a minimum, and at such other times as reasonably requested by the City or required by the volume of waste generated.

e. COMPENSATION

Upon receipt of a monthly invoice from the Contractor, the City shall also pay for municipal facilities collection at the monthly rates established in the Bid Proposal for each of the facilities serviced and the services provided. The contractor will only be compensated for the services provided. No additional compensation will be made above and beyond the monthly compensation for additional pickups. No monthly compensation will be made for facilities taken offline.

All refuse collected by the Contractor shall become the Contractor's property as soon as placed in the Contractor's vehicles. All refuse, and other non-recyclable materials collected by the Contractor shall be disposed of in accordance with all applicable statutes, laws ordinances, rules, and regulations. The Contractor's disposal site shall be the MCSWMA or an alternative site approved by the Michigan Department of Environmental Quality and in compliance with the approved Marquette County Plan. Under the current plan and agreement, all solid waste shall be delivered to the MCSWMA. All tipping and disposal fees associated with municipal facility refuse collection shall be the responsibility of the Contractor to be paid from the compensation received for collection services as described above.

All recyclable material collected under City contract may be delivered directly to the MCSWMA site on County Road NP just off County Road 480. All tipping and disposal fees associated with municipal facility recycle collection shall be the responsibility of the Contractor to be paid from the compensation received for collection services as described above.

The Consumer Price Index (CPI) shall not be used as a yearly increase in prices. Prices for each of the services must be stated as fixed monthly costs on the proposal sheets. The only acceptable additional adjustments will be for the Fuel Price Adjustment.

f. HOURS AND DAYS OF SERVICE

All collections shall be made as quietly as possible. Contractor will notify City of any delays as soon as they are known. The City may assign, from time to time, a representative to accompany the Contractor to observe compliance with the entire agreement.

g. LOCATION FOR PICKUP

The City shall have the exclusive right to determine the final pickup point for the property in question, provided the site is accessible.

h. LITTER

The Contractor shall not litter premises in the process of making collections. All refuse and recyclables hauled by the Contractor shall be so contained or enclosed that leaking, spilling, or blowing, of litter or fluids is prevented. In the event of any spillage on the parkway, street, or alley, the Contractor shall immediately cleanup the litter or fluids. Each collection vehicle shall be equipped with a broom and shovel in order to pick up spilled material. If such litter or fluids are not cleaned up, the City may clean up same and assess the cost of such cleanup to the Contractor.

i. COLLECTION EQUIPMENT

The Contractor shall provide an adequate number of vehicles, which may be inspected and approved by the City using current State or Federal standards, in order to provide for regular collection services. Vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and local phone number of the Contractor. A listing of vehicles to be utilized in carrying out this contract shall be submitted with proposals. This listing shall be updated and submitted to the City at least annually during the term of the Contract.

j. OFFICE

The Contractor shall establish and maintain an office through which it can be contacted to receive calls regarding facility collection and shall have a responsible person in charge and shall be open from 8:00 a.m. until 5:00 p.m. Monday through Friday.

k. COMPLAINT RESOLUTION

All complaints shall be considered and resolved by the Contractor within 24 hours. The Contractor's staff shall be knowledgeable and courteous in answering information requests and resolving complaints regarding the collection service. The Contractor shall meet with the City as needed to review complaints, reporting procedures, and to seek resolution of persistent or repeated complaints.

l. CONTRACTOR PERSONNEL

The Contractor shall assign a qualified person or persons to be in charge of its operations in the City and shall provide the name or names to the City.

All collection employees shall be properly attired; however, uniforms will not be required. Each employee must always carry proper identification which identifies them as a solid waste collector.

It shall be the duty of the Contractor to ensure that each employee driving a vehicle shall, at all times, carry a valid operator's license for the type of vehicle driven.

m. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

n. PERMITS AND LICENSES

The Contractor shall obtain and maintain at its own expenses all permits and licenses required by Federal, State or local laws or ordinances and shall continuously maintain same in full force and effect throughout the term of the Contract.

o. PERFORMANCE BOND

The Contractor shall provide a Performance bond with corporate surety, approved by the City, which guarantees all provisions of the Contract will be met by the Contractor. The bond shall be in an amount of \$5,000.00 and shall be furnished within ten (10) days following the award of the Contract. Thereafter, ninety (90) days prior to the anniversary date of the bond, said Performance bond shall be renewed by the Contractor for each year of the Contract and shall continue to indemnify the City against loss resulting from any failure of performance by the Contractor. In the event of failure of the Contractor to perform any of the services under this Contract, the City may declare the Contract at an end and proceed to let such other or substitute agreements or contracts as may be deemed by the City to be necessary to provide for such services.

If contracts are awarded to multiple contractors the above amounts will be proportional based on the amounts stated in the proposal.

p. INSURANCE INDEMNITY AND HOLD HARMLESS

The Contractor at a minimum, shall maintain the following insurance coverage throughout the course of this Contract: (1) comprehensive general liability; (2) automobile liability; (3) property damage; (4) worker's compensation and employer's liability; (5) contractual liability.

The Contractor shall maintain each of the policies with limits of not less than one million dollars (\$1,000,000) per occurrence, five million dollars (\$5,000,000) aggregate.

The Contractor shall have the City, its officers, agents and employees named as additional insured under each of the above policies. The Contractor shall deliver to the City prior to the beginning of the work, a Certificate of Insurance showing the above coverage. It is understood that the City retains the right to seek any and all other remedies available to it notwithstanding the protection provided to it under this provision.

The Contractor agrees to assume all risk of loss and to indemnify and hold harmless the City, its officers, agents and employees from any and all liabilities, claims, suits, injuries, losses, damages, fines or judgments, including litigation costs and attorneys' fees, arising out of the work of the Contractor, including, to the extent allowed by law, those liabilities, injuries, claims, suits, losses, damages, fines or judgments, including litigation costs and attorney fees, arising out of, or alleged to arise out of, the negligence of the City, its officers, agents, and employees.

q. ASSIGNMENT

No assignment of the Contract or any right occurring under the Contract shall be made in whole or in part by the Contractor without the express written consent of the City. In the event of any assignment, the assignee shall assume the liability of the Contractor and the Contractor shall not be relieved therefrom without the City's consent.

r. BANKRUPTCY

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then the Contract shall terminate effective on the day and at the time the bankruptcy petition is filed subject, however, to the City's rights to recover for any breach under such Contract, including proceedings from the Performance bond.

s. STANDARD OF PERFORMANCE/LIQUIDATED DAMAGES

1. Following the Contractor's commencement of performance of the Contract, it shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of complaint. Failure to remedy the cause of complaint shall be considered a breach of Contract and for the purpose of computing damages under the provisions of this section, it is agreed that the City may deduct from payments due or to become due to the Contractor, one hundred dollars (\$100.00) per event, as liquidated damages:

- a. For failure to clean up refuse or recyclables spilled by Contractor or because of Contractor's missed collection.

- b. For failure or neglect to collect refuse or recyclables from any regular collection point missed by Contractor within one business day after notification.
- 2. If the Contractor fails to perform the collections herein specified for a period more than two (2) consecutive calendar days (unless weather conditions are prohibitive), fails to fulfill any of the provisions of the Contract, or fails to operate the system in a satisfactory manner as reasonably determined by the City, the City may, but shall not be required to, take the following action:
 - a. Notify the Contractor of its default under the Contract and that the Contract will be terminated unless the Contractor shall perform to the satisfaction of the City within two (2) days of the date the aforesaid notice was delivered by the City. In the event the default is not cured, the City may terminate the Contract and the City's obligation and the Contractor's rights thereunder shall cease and be of no further force and effect.
 - b. Contract with another party to perform all of the services covered by the Contract should the Contractor not perform as specified in the Contract.
 - c. The City may collect any costs, expenses and attorney fees incurred as the result of the Contractor's default on its Performance Bond provided hereunder.
 - d. Any and all rights of the City shall be cumulative.
- 3. The Contractor shall not dispose of recyclables in the Marquette County Landfill without written permission of the City.

t. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City thereafter to enforce same, nor shall waiver by the City of any breach of provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of provision itself.

u. POINT OF CONTACT

The Contractor and City shall each designate a person to serve as the point of contact for all dealings between the Contractor and the City.

v. NOTICE

All notices in connection with the Contract shall be delivered personally to or mailed as certified mail/return receipt requested and shall be deemed given when so mailed to the parties as follows:

If to the Contractor:

(Name of Company) _____
(Contact Person) _____
(Mailing Address) _____
(City, State, Zip) _____

If to the City: City Manager
City Hall
300 W. Baraga Avenue
Marquette, MI 49855

w. NUMBER OF COPIES

The Agreement may be executed in any number of counterparts, all of which shall be considered an original for all purposes.

x. LAW TO GOVERN AND VENUE

The Contract shall be governed by the laws of the State of Michigan, both as to interpretation and performance, and venue shall be Marquette County, Michigan 49855.

y. ILLEGAL PROVISIONS

If any provision of the Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect provided, however, that in the event all the pickup required hereunder is not legally enforceable, the City may terminate the Contract.

z. MODIFICATION

The executed Agreement shall constitute the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any request unless in writing and signed by the parties thereto.

aa. EXHIBITS

The following exhibits are attached and made a part of the specifications.

Exhibit A: List of Municipal Facilities and Litter Barrels to Receive Collection Services

MUNICIPAL FACILITY COLLECTION LOCATIONS

| <u>FACILITY</u> | <u>REFUSE & RECYCLABLES</u> | <u>REFUSE ONLY</u> |
|---|--|---|
| Presque Isle Park <i>2 Peter White Drive</i> | | 6 Month Seasonal Frequency** May – October |
| Tourist Park Campground (3 locations) <i>2145 Sugar Loaf Avenue</i> | 6 Month Seasonal Frequency** May – October | |
| River Park Sports Complex <i>700 Hawley Street</i> | | 6 Month* Seasonal Frequency** May – October |
| Park Cemetery <i>455 N. Seventh Street</i> | | 12 Month Every Other Week |
| City Hall <i>300 W. Baraga Avenue</i> | 12 Month Twice Weekly | |
| Municipal Service Center <i>1100 Wright Street</i> | 12 Month Twice Weekly | |
| Lakeview Arena <i>401 E. Fair Avenue</i> | 12 Month Twice Weekly | |
| Fire Station #1 <i>418 S. Third Street</i> | 12 Month Twice Weekly | |
| Mattson Park <i>200 Lakeshore Boulevard</i> | | 6 Month Seasonal Frequency** May – October |
| Wastewater Treatment Plant <i>1930 U.S. 41 South</i> | 12 Month Twice Weekly | |

* Not currently in service

** Seasonal Frequency – While there may be variation this is generally defined as once per week (May 1 – 31), three times per week (June 1 – August 31), and twice per week (September 1 – October 31).

CONTRACT SECTION

**CITY OF MARQUETTE
SOLID WASTE SERVICES CONTRACT**

THIS AGREEMENT, made this _____ day of _____, 20____, between the City of Marquette, a Michigan Municipal Corporation, hereinafter called the "City" of 300 W. Baraga Avenue, Marquette, MI 49855, and _____ of _____, a _____, holding license number _____ (Corporation, Partnership or Sole Proprietorship) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS

The "Contract Documents" consist of, but are not necessarily limited to, this Agreement, the Request for Proposals, Bidders Proposal, Addenda, Specifications, Notice to Proceed and any additional documentation issued prior to execution of this Agreement as approved by the City. These Contract Documents represent the entire Agreement and understanding between the parties hereto.

ARTICLE 2

SCOPE OF THE WORK

Contractor will furnish all the materials, supplies, tools, equipment, labor and other services necessary to provide the Solid Waste Services described in the Contract Documents.

ARTICLE 3

MATERIALS, APPLIANCES, and EMPLOYEES

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools and other items necessary to complete the work. Both workmanship and materials shall be of good quality. All workmen shall be skilled in their trades.

ARTICLE 4

CONTRACT TERM

The commencement date of this contract is October 1, 2024, and the completion date of this contract is September 30, 2031.

ARTICLE 5

CONTRACT SUM

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$_____, bid prices outlined in the Bidders Proposal and approved by the City.

ARTICLE 6

PAYMENTS

The City will pay to the Contractor in the manner and at such times as set forth in the Specifications such amounts as required by the Contract documents.

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

- 7.1 All work shall be in accordance to the provisions of the Contract Documents. All systems shall be in good working order.
- 7.2 All work shall be completed in a workmanlike manner and shall comply with all applicable national, state and local building codes and laws.
- 7.3 All work shall be performed by licensed individuals to perform their said work, as outlined by law.

- 7.4 Contractor shall obtain all necessary permits for the work to be completed.

ARTICLE 8

CONTRACTOR'S STATUS AS INDEPENDENT ENTITY

The City shall not assume any liability for the Contractor in the provision of these services since these are solely the Contractor's responsibility.

ARTICLE 9

INSURANCE

The Contractor shall purchase and maintain Workman's Compensation and Liability Insurance coverage as required by law and deemed necessary for his/its own protection. Said insurance shall be written by an insurance carrier having at least an "A, VII" rating. The Contractor shall further name the City as an additional named insured on all certificates of insurances covering the contract.

Said insurance shall be in minimum limits of at least \$5,000,000.00 aggregate for both general liability and automobile liability.

The Contractor shall further maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by Contractor or by anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of the Contract Documents. Certificates of such insurance shall be filed with the City.

ARTICLE 10

CITY'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to perform the work properly or fail to perform any provision of the Contract, the City, after two (2) days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and finish the work by such means as it sees fit.

ARTICLE 11

ACCESS TO WORK

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

ARTICLE 12

ARBITRATION OF DISPUTES

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitration, and judgment upon the award rendered may be entered in the court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the arbitrators shall be a condition precedent to any right of legal action that either party may have against the other. The arbitration shall be held under the Rules of the American Arbitration Association.

ARTICLE 13

INTEGRATION

This Agreement represents the entire understanding between the parties hereto and may not be amended, except in writing that is signed by both parties hereto.

ARTICLE 14

BINDING AGREEMENT

This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

ARTICLE 15

INDEMNIFICATION

To the extent allowed by MCL 691.991, the Contractor hereby agrees to save and indemnify and keep harmless the City against all liability claims and judgments or demands for damages arising from accidents to persons or property occasioned by the Contractor, its agents or employees, and against all claims or demands for damages arising from accidents to the Contractor, its agents or employees, whether occasioned by said Contractor or its employees or by City or its employees or any other person or persons, and the said Contractor will defend any and all suits that may be brought against the City on account of any such accidents and will make good to, and reimburse, the City for any expenditures that said City may make by reason of such accidents; provided, however, that the Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

ARTICLE 16

REQUEST FOR PROPOSAL CLARIFYING LANGUAGE

The contract is based on language of the bid. Attachment A will be inserted immediately following the signature page of this contract and contain any language needed to clarify any portions of the proposal that differ from the original Request For Proposals or items that were modified through negotiation.

ARTICLE 17

FEDERAL-AID CONTRACTS

During the performance of every contract subject to Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to the Act, the Contractor, for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection, retention and treatment of Subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information

required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 18

PURCHASING AGENT DESIGNATION AND AUTHORITY

Scott Cambensy is designated as Purchasing Agent of City and is authorized to order minor changes in the work not involving adjustment in the Contract Sum or Time of Completion and not inconsistent with the intent of the Contract Documents.

Such changes will be effected by written order signed by the Purchasing Agent and shall be binding on the City and Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

Signed this _____ day of _____, 20____.

THE CITY OF MARQUETTE

Witness

Sally Davis, Mayor
City of Marquette

Witness

Kyle Whitney, City Clerk
City of Marquette

Witness

Contractor Name

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

Telephone#: _____

Telephone#: _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Suzanne C. Larsen
City Attorney

Karen M. Kovacs
City Manager

PROPOSAL SECTION

CITY OF MARQUETTE
PROPOSAL FOR SOLID WASTE SERVICES MUNICIPAL FACILITIES COLLECTION

Date: _____

Proposal of

(Contractor)

(Business Address)

(City)

(State)

(Zip Code)

(Authorized Representative)

(Telephone Number)

for the following services with said work being located in and for the City of Marquette, Michigan.

The specifications on which this bid is based are those contained in the General Specifications for Municipal Facilities Collection together with Exhibit "A" and any Special Instructions included in the Bid Proposal sheets including Schedules A, B, C & D and any and all City addenda thereto.

The following proposal is made on behalf of the undersigned and no others. The proposal is made without collusion on the part of any person, firm or corporation.

Contractor certifies it has carefully examined the General Specifications, Exhibits "A", Special Instructions including the Proposal Form and Schedules A, B, C & D and any and all addenda thereto.

Contractor further certifies that it has visited the City and has completely informed itself of the type of housing, population density, traffic congestion, snow conditions, collection procedures required, labor required, and all other factors, local and otherwise, which would affect prosecution and completion of the work covered by this bid proposal.

Contractor further certifies that it has visited all Municipal Facilities identified in the Specifications and has become familiar with all the conditions affecting the work, size and number of containers, designated area for the placement of containers, collection procedures required, labor required, and all other factors, local and otherwise, which would affect prosecution and completion of the work covered by this bid proposal.

The following is Contractor's proposal for municipal facilities refuse and recycling collection within the corporate limits of the City of Marquette. In accordance with the requirements outlined in the provisions of the Proposal documents, Contractor proposes to furnish all necessary equipment, labor, tools, and other means and will do all work stipulated therein for the charges hereinafter designated.

Contractor also agrees to execute a performance bond, in the amount set forth in the Specifications. This bond shall serve to guarantee performance on Contractor's part of the work and service contemplated by the Contract to be awarded.

Contractor agrees to submit evidence of insurance, naming the City of Marquette, its officers, employees and agents, as additional insured, as set forth in the Specifications.

Contractor tenders herewith either a bid bond, cashier's or certified check in the amount of Five Thousand and No/100 Dollars (\$5,000.00) payable to the City of Marquette Michigan, and hereby agrees that in case of its failure to execute the contract and furnish performance and payment bonds within ten (10) days after notice of award, the amount of such sum will be forfeited to the City of Marquette as liquidated damages arising out of its failure to execute the contract as proposed.

It is understood that in case Contractor is not awarded the work, the certified or cashier's check or bonds submitted as bid security will be returned after contract award.

The following schedules are submitted with and are incorporated into the Proposal:

| | |
|-------------|------------------------------------|
| Schedule A: | Operational Experience of Bidder |
| Schedule B: | Contractor Qualification Statement |
| Schedule C: | Equipment Inventory |
| Schedule D: | Proposal Price Sheets |

SCHEDULE A: OPERATIONAL EXPERIENCE OF BIDDER

List below a minimum of two Michigan, Wisconsin, Minnesota or Illinois areas, municipalities or applicable references for/with which you have a refuse collection contract and/or recyclable collection/processing contract.

| Area or Municipality Served: | Period From: To: | Responsible Person to contact Name: Phone#: |
|---|-----------------------------|--|
| 1. _____ | _____ | _____ |
| 2. _____ | _____ | _____ |
| 3. _____ | _____ | _____ |
| 4. _____ | _____ | _____ |
| 5. _____ | _____ | _____ |
| 6. _____ | _____ | _____ |
| 7. _____ | _____ | _____ |
| 8. _____ | _____ | _____ |
| 9. _____ | _____ | _____ |
| 10. _____ | _____ | _____ |

SCHEDULE B: CONTRACTOR QUALIFICATIONS STATEMENT

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereafter.

SUBMITTED TO: City of Marquette
City Clerk
300 W. Baraga Avenue
Marquette, MI 49855-4763

SUBMITTED BY:

Corporation ____ Partnership ____ Individual ____

Joint Venture ____ Other ____

COMPANY NAME: _____

ADDRESS: _____

PRINCIPAL
OFFICE:

SCHEDULE B: CONTRACTOR QUALIFICATION STATEMENT (Continued)

1. How many years have you been in business?
2.
 - a. How many years has your organization been in business under its present name?

 - b. Under what other or former names has your organization operated?

3. If a corporation, answer the following:
 - a. Date of incorporation: _____
 - b. State of incorporation: _____
 - c. President's name: _____
 - d. Vice-President's name: _____
 - e. Secretary's name: _____
 - f. Treasurer's name: _____
4. If an individual or a partnership, answer the following:
 - a. Date of organization: _____
 - b. Name and address of all partners (state whether general or limited partnership): _____
5. If other than a corporation or partnership, describe organization listing name and address of principals: _____
6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed.

SCHEDULE B: CONTRACTOR QUALIFICATION STATEMENT (Continued)

7. List the refuse collection experience of the key individuals of your organization:

8. Trade references:

9. Bank references:

10. Name of Insurance Company, and name and address of agent:

11. Attach a financial statement, audited if available, including applicant's latest balance sheet and income statement showing the following items:
 - a. Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):
 - b. Net fixed Assets:
 - c. Other Assets:
 - d. Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):
 - e. Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):
 - f. Name of firm preparing statement and date thereof:
 - g. Is this financial statement for the identical organization named on Page 32.
 - h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsiary):

SCHEDULE B: CONTRACTOR QUALIFICATION STATEMENT (Continued)

12. Dated at _____

This _____ day of _____, 2017.

By: _____

Title: _____

I, _____, being duly sworn depose and say that I am

the _____ of _____, and that answers to the foregoing questions and all

statements therein contained are true and correct.

Notary Public: _____

My Commission Expires: _____

SCHEDULE C: EQUIPMENT INVENTORY

List below, or on a separate page, the following information relative to vehicular equipment to be utilized in performance of contract:

| ===== | | | | | | |
|------------------|------|------------------|---------------------------------------|----------------------------|------|---|
| Owned/ Leased | Year | Chassis Model | Body Type Side/Rear/Roll-Off/Other | Capacity Cubic Yards | GVWR | Radio Dispatched |
| | | | | | | Years of Useful Remaining Life |
| ===== | | | | | | |

SCHEDULE D: BASE PROPOSAL PRICE SHEET FOR MUNICIPAL FACILITIES REFUSE AND RECYCLING COLLECTION

FACILITY TO BE SERVICED

| <u>FACILITY TO BE SERVICED</u> | | | | | | | | | |
|--------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------|-------------|-------------|
| Charge | Charge | Charge | Charge | Charge | Charge | Charge | Charge | Charge | Charge |
| 10/1/24- 9/30/25 | 10/1/25- 9/30/26 | 10/1/26- 9/30/27 | 10/1/27- 9/30/28 | 10/1/28- 9/30/29 | 10/1/29- 9/30/30 | 10/1/30- 9/30/31 | | | |
| Presque Isle Park | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. |
| Tourist Park Campground | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. |
| River Park Sports Complex | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. |
| Park Cemetery | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. |
| City Hall | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. |
| Municipal Service Center | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. |
| Lakeview Arena | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. |
| Fire Station #1 | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. |
| Mattson Lower Harbor Park | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. |
| Wastewater Treatment Plant | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. | \$ ____ Ea. |

Twice weekly (or as required) container service for refuse and recyclables as detailed on Exhibit A. Waste volumes and number of containers for park facilities may vary seasonally. Monthly fee bid prices are to be full compensation for container rental, required service level, recyclables collection and processing, and waste disposal, **including tipping fees** for the facilities listed. For seasonal facilities, fee will be paid only for each month or portion thereof that containers are in place at the facility.