



City of Marquette

INVITATION TO BID

BP # 24 – 02

SOLID WASTE COLLECTION
SERVICES – SPECIAL COLLECTIONS

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 – 02
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
Special Collections
Request for Bids
October 1, 2024 – September 30, 2031
BP 24 – 02

Karen M. Kovacs
City Manager

City of Marquette
Solid Waste Collection Services – Special Collections
Request for Bids
BP 24 – 02

I. OVERVIEW AND INVITE

a. PURPOSE:

The purpose of this request for bids is to give the residents of this community the desired level of solid waste services in the most cost-effective manner. Some portions of the bid submittals will require written responses in addition to the worksheets provided. 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 a solid waste hauler for special City programs. This contract is for the seasonal rubbish collection from the City provided rubbish drop-off site.

Proposals will be accepted as follows:

- Proposals may include responses to any or all the areas listed above.
- Proposals must address the entire area as defined above.
- 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. PROPOSAL SUBMITAL DEADLINE:

Sealed Proposals for Solid Waste Services may be mailed or delivered to:

City of Marquette
Solid Waste Services, BP 24 – 02
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.

f. 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.

g. CONTRACT SECURITY:

The successful bidder will be required to furnish a satisfactory Performance Bond in the amount of \$5,000.

h. DOCUMENTS ON FILE:

Contract Documents may be found on the City website at:

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

i. CLARIFICATION:

Questions regarding this Request for Bids can be addressed to Scott Cambensy, City of Marquette Director of Public Works, e-mail: scambensy@marquettemi.gov

j. OWNER'S RIGHTS:

The City reserves the right to reject any or all Bids in the best interest of the City of Marquette.

CITY OF MARQUETTE, MICHIGAN

Karen M. Kovacs
City Manager

II. GENERAL SPECIFICATIONS FOR SPECIAL SOLID WASTE COLLECTION

The General Instructions which follow apply to the special solid waste collection of residential solid wastes and recyclables 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 bidder's 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. The size, weight, and configuration of small rubbish items shall be such that they can be fully contained in an approved 33-gallon trash bag without exceeding the thirty-pound weight limit. 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.

“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 with a volume-based service payment by the residential customer.

“FURNITURE, APPLIANCES AND WHITE GOODS” shall include but not be limited to, furniture of all kinds, appliances of all kinds, and water heaters. Such items need not be placed in containers. Appliances using any regulated refrigerant must bear an appropriate technician’s certificate of compliance certifying that the refrigerant has been recaptured. If any appliance is placed at curbside for pickup without the aforesaid certification attached thereto, an additional fee will be assessed for the recapture and disposal of the refrigerant.

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 during the term of this contract shall be \$4.50 per gallon of diesel fuel. A 0.5% adjustment will be made to the monthly bill for every full twenty-five cent (\$0.25) increase 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 month’s billing statement.

d. MINIMUM RUBBISH DROP OFF SITE SERVICES

The City desires to have a seasonal rubbish drop off program to encourage residents to reduce fire hazards in their homes and to “spruce up” the community. Participation shall be limited to single family residences and townhouses, condominiums and apartments that do not exceed five units per building in the City. The seasonal program typically runs from mid-April to mid-November. The current site is located at 1415 Pioneer Road near the intersection of Pioneer Road and McClellan Avenue.

A site or multiple sites will be defined within the City where the contractor may place roll off boxes or station trucks for pickup. The proposal for rubbish drop off site should be in written form and include proposed hours and monitoring of the site. If City staff is to be used please describe in written proposal.

The following is a description of items for drop off: Any items not longer than 8 feet nor more than 100 pounds left at drop off site except for the following:

- (1) Yard waste, logs, and stumps;
- (2) household refuse;
- (3) tires;
- (4) hazardous materials;
- (5) shingles.

Rubbish items consisting entirely, or principally of metal shall be collected separately, and recycled, and shall not be disposed of at the MCSWMA. This collection of scrap metal shall be managed by City staff and scheduled on the same dates as the collection of other rubbish items.

e. COMPENSATION

Compensation to the Contractor for services provided under this Contract shall be comprised of several components.

All refuse collected by the program shall become the Contractor's property as soon as the roll off containers are loaded onto 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 Marquette County Landfill 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 the rubbish drop off collection shall be the responsibility of the City, to be paid from the compensation received for collection services.

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 yearly costs on the proposal sheets. The only acceptable additional adjustments will be for the Fuel Price Adjustment.

f. LITTER

The Contractor shall not litter premises in the process of hauling roll off containers. All roll off containers 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 site, street, or highway, the Contractor shall immediately cleanup the litter or fluids. Each collection vehicle shall be equipped with a broom and shovel 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.

g. 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.

h. OFFICE

The Contractor shall establish and maintain an office through which it can be contacted. It shall be equipped with a direct local telephone lines for a prompt response to City staff 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.

i. CUSTOMER INFORMATION AND COMPLAINT RESOLUTION

All customer or citizen complaints shall be considered and resolved by the Contractor within 24 hours. The Contractor shall establish and maintain a method for receiving and responding to customer calls and complaints. The Contractor's staff shall be knowledgeable and courteous in answering customer information requests and resolving customer complaints regarding the collection service. The Contractor shall supply to the City monthly, copies of all complaints received from customers who reside in the City.

j. OTHER PUBLIC NOTICES/INFORMATION & EDUCATION

The City shall provide all other public notices, information, and education which it deems necessary, prudent, or desirable.

k. 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 carry proper identification at all times which identifies them as a solid waste collector.

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

l. 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.

m. 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.

n. 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 proportioned based on the amounts stated in the proposal.

o. 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.

p. 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.

q. 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.

r. STANDARD OF PERFORMANCE/LIQUIDATED DAMAGES

- A. 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.
- B. If the Contractor fails to perform the collections herein specified for a period in excess of 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:
 - 1. 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.
 - 2. Contract with another party to perform all the services covered by the Contract should the Contractor not perform as specified in the Contract.

3. The City may collect any costs, expenses and attorney fees incurred as the result of the Contractor's default from its Performance Bond provided hereunder.
4. Any and all rights of the City shall be cumulative.

s. 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.

t. 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.

u. 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

v. NUMBER OF COPIES

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

w. 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, Marquette, Michigan 49855.

x. 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.

y. 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.

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 affected 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

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 proposal is based are those contained in the General Specifications for Rubbish Drop-Off Site Processing, and any Special Instructions included in the 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, 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 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 proposal.

The following is Contractor's proposal for residential refuse collection and disposal, recyclables collection and processing, municipal facilities refuse collection and disposal and recyclables collection and processing, within the corporate limits of the City of Marquette, and other such

services as identified in the Specifications. 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, or Illinois areas, municipalities or applicable references for/with which you have a refuse collection contract and/or recyclable collection/processing contract.

<u>Area or Municipality Served:</u>	<u>Period From: To:</u>	<u>Responsible Person to contact Name: Phone#:</u>
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-subsidary):

SCHEDULE B: CONTRACTOR QUALIFICATION STATEMENT (Continued)

12. Dated at _____

This _____ day of _____, 2014.

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
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SCHEDULE D PROPOSAL PRICE SHEETS – RUBBISH DROPP-OFF

City of Marquette
Solid Waste Collection and Disposal Service
October 1, 2024 - September 30, 2031

The contractor will provide 30 cyd or 40 cyd roll off containers as requested at the rubbish drop-off site as part of the service. Currently the site requires 8, 30 cyd roll off boxes. The site is operated every Monday and Wednesday from approximately mid-April through mid-November and the second Saturday of the month. Most of the boxes will require hauling following a drop-off day. The City of Marquette will pay the tipping as set by MCSWMA for the rubbish collected at the drop off site as a pass through to the City from the MCSWMA. Material must be directly hauled from the drop off site to the MCSWMA. Additionally, the City will pay the contractor a per pull hauling fee from the drop off site to the MCSWMA. The hauling fee is subject to the fuel adjustment. Copies of the weigh-in tickets should be included with the invoice. If this service is discontinued at this site, the contract shall terminate.

	10/1/24-9/30/25	10/1/25-9/30/26	10/1/26-9/30/27
Per Pull Hauling Fee	\$ _____	\$ _____	\$ _____
	10/1/27-9/30/28	10/1/28-9/30/29	10/1/29-9/30/30
	\$ _____	\$ _____	\$ _____
	10/1/30-9/30/31		
	\$ _____		

Contractor acknowledges receipt of the following addenda:

Respectfully Submitted,

Contractor

Signed: _____ Date: _____

Authorized Representative:

Company Name: _____ Phone: _____

Address:
