

Village of Bancroft Request for Proposals

Solid Waste Collection and Disposal

Sealed proposals for the collection and disposal of solid waste shall be received at the Village of Bancroft, P.O. Box 97, Bancroft, MI 48414 on or before Wednesday, January 12, 2005 at 5:00 p.m. Bid proposals will be opened at the Village of Bancroft January Council Meeting, Wednesday, January 12, 2005 at 7:30 p.m. The meeting is held at the Village of Bancroft Community Hall, 108 E. Warren St. Bancroft.

Enclosed is the proposal containing the specifications for this work. If there are any questions, please contact the Village of Bancroft office at 989-634-5375.

The Village of Bancroft reserves the right to accept and/or reject any and all proposals, and to make the award in the best interest of the Village.

Tanya S. Buckelew
Village President

Proposal Form
Village of Bancroft

**Solid Waste Collection & Disposal Service,
Curbside Recycling and Yard Waste Removal**

The Bidder proposes to do all of the work defined in the proposal and specifications for the prices stated below. The bidder certifies and declares that this proposal warrants to the Village of Bancroft the following items:

1. The Bidder has examined the proposal and specifications regarding the work.
2. The Bidder has examined the collection area and has become familiar with conditions surrounding the collection of solid waste.
3. The Bidder proposes to furnish all labor, equipment and materials necessary to perform the contract requirements.
4. The work will be performed in accordance with all elements set forth in this proposal.
5. This proposal is made in good faith and without fraud or collusion.
6. This bid is based on conditions as determined by the Bidder and the bid is based solely upon the Bidder's own independent business judgement.

The undersigned fully understands the requirements, therefore the costs to provide weekly collection of solid waste, twice per month curbside recycling, and twice per month removal of yard waste (May 1 – November 30) plus Christmas tree removal shall be as follows:

TERM

Year 1: April 1, 2005 – March 31, 2006
Optional Extension of Contract Term:
Year 2: April 1, 2006 – March 31, 2007
Year 3: April 1, 2007 – March 31, 2008
Year 4: April 1, 2008 – March 31, 2009
Year 5: April 1, 2009 – March 31, 2010

| | Cost Per Month/ Per Dwelling Solid Waste | Cost Per Month/ Per Dwelling Curbside Recycling | Cost Per Month/ Per Dwelling Yard Waste | Total Cost Per Dwelling |
|---------|--|---|---|-------------------------------|
| Year 1. | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Year 2 | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Year 3 | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Year 4 | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Year 5 | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

Date: _____

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Signature: _____

Title: _____

Proposals should be submitted by 5:00 p.m. Wednesday, January 12, 2005, to:

**Village of Bancroft
Solid Waste Removal Proposal
P.O. Box 97
Bancroft, MI 48414**

VILLAGE OF BANCROFT

SOLID WASTE COLLECTION, RECYCLING, AND DISPOSAL SERVICE

DESCRIPTION AND SPECIFICATIONS

The Village of Bancroft is located in rural Shiawassee County, 2 miles south of I-69 between the City of Durand, and the City of Perry. The village is approximately one square mile with approximately 225 residential service units.

The current waste hauler picks up residential waste weekly on Thursday, beginning after 7:00 a.m. A bag limit of six (6) bags per unit is currently in effect. Curbside recycling is provided twice monthly, with glass, metal cans, newspaper, corrugated cardboard, and plastics being collected (see attachment #1). Removal of large household items, including items containing freon (at an established cost), is conducted on the same schedule as the curbside recycling. Collection of bagged yard waste, including lawn clippings, leaves, and garden trimmings, and removal of bundled tree trimmings is conducted twice per month, May 1 through November 30, and during the month of January to allow for removal of Christmas trees. In addition, one five (5) cubic yard dumpster is located at the Village Community Center, and is emptied once a week.

Collection Schedule

The proposal shall include a collection schedule which will ensure weekly collection and disposal service. The schedule shall show the day of the week on which collection will be made at each service unit in the Village. All regular pick-up hours shall be those hours between 7:00 a.m. and 6:00 p.m. It should be noted that the Village would like to keep the present pick-up schedule, if possible.

Number of Service Units

The Village of Bancroft acknowledges that at least 225 residential service units will be covered by this agreement. The vendor shall receive payment under this proposed contract directly from the Village of Bancroft. The Village of Bancroft agrees to notify the vendor of changes to the service units on a yearly basis, or more, if necessary.

Terms of Contract

The Village of Bancroft is interested in a one (1) year contract, beginning on April 1, 2005 with the option to continue the contract for an additional four (4) years.

Contractor's Obligation

- a. The Contractor shall provide weekly collection, transportation, and disposal of solid waste. The collection schedule shall be submitted to the Village of Bancroft for approval within ten (10) days after it has been requested.

- b. The Contractor shall provide twice-monthly collection and transportation of commingled recyclables, which will be placed in containers and placed at the curbside at the same time as household waste collection items. The curbside recycling program includes but is not limited to glass, metal cans, newspaper, corrugated cardboard, plastics and large household items. During the term of this contract, all collected recyclables will be separated and disposed of by the contractor.
- c. The Contractor shall provide, May 1 through November 30, twice-monthly collection and transportation of properly bagged yard waste, including lawn clippings, leaves, and garden trimmings, and removal of bundled tree trimmings. The Village of Bancroft shall make available to the village residents, yard waste bags, at a nominal cost, to be used for the yard waste items. It is preferred that the yard waste collections occur on the weeks opposite from the established collection of recyclable items and large household items.
- d. The Contractor shall furnish, at his expense, a five (5) cubic dumpster at the Village Community Center. This dumpster shall be emptied once a week as part of the normal collection schedule.
- e. The Contractor agrees to assume complete responsibility for securing any and all permits, licenses, privileges, or rights of any nature whatsoever necessary for the collection and disposal of materials under this contract which are or might be required. The Contractor further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government, and save the Village of Bancroft from any violation therefrom.
- f. The disposal site used by the Contractor must operate in accordance with Act #641 of the Public Acts of 1978, as amended, and the "Regulations Governing Solid Waste Disposal Areas" as prepared by the State of Michigan Department of Public Health. A copy of the Disposal site license shall be provided to the Owner. If, for any reason, the Contractor decides to change the disposal site, the Village of Bancroft shall be given immediate notice of such change. The Village of Bancroft shall be given the right to inspect the landfill and such recycling facilities, as the Contractor shall control, as necessary.
- g. The Contractor shall at all times during the contract, maintain in full force and effect, Employers Liability Insurance, Worker's Compensation Insurance, Public Liability and Property Damage Insurance, including Contractual Liability coverage. The public officials and employees of the Village of Bancroft shall be included as additional insured. All insurance shall be by companies and for the policy limits acceptable to the Village of Bancroft. The Contractor agrees to furnish the Village of Bancroft with current certificates of insurance. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time."

"In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."
For the purpose of this contract, the contractor shall carry the following types of insurance in at least the limits specified below:

| <u>COVERAGE'S</u> | <u>LIMITS OF LIABILITY</u> |
|--|---|
| Worker's Compensation | Statutory |
| Employer's Liability | \$ 500,000 |
| Bodily Injury Liability Except Automobile | \$ 500,000 Each Occurrence \$1,000,000 Aggregate |
| Property Damage Liability Except Automobile | \$ 500,000 Each Occurrence \$1,000,000 Aggregate |
| Automobile Bodily Injury Liability | \$ 500,000 Each Person \$1,000,000 Each Occurrence |
| Automobile Property Damage Liability | \$1,000,000 Each Occurrence |
| Excess Umbrella Liability | \$ 500,000 Each Occurrence |

- h. The Contractor shall secure and furnish the Village of Bancroft a Corporate Surety Bond as security for the performance of the contract. Said Surety Bond shall be in the amount of \$10,000 and made payable to the Village of Bancroft. The bond shall remain in effect at all times during the contract. The condition of the bond shall be that the Contractor fully and faithfully shall perform all conditions of the contract, its terms and conditions.
- i. The Contractor shall observe any and all ordinances and laws relating to the obstruction of streets and alleyways, keeping passageways open and protected. The Contractor is granted the privilege of using the street and alleyways for the purpose of doing the work specified in the contract, but is not granted exclusive use of the streets and alleyways. The Contractor shall handle the work in a manner that shall cause the least inconvenience and annoyance to the general public and to the property owners, and still maintain the safety of its employees.
- j. The Contractor agrees to employ a sufficient number of employees to operate the equipment safely, efficiently and effectively. The Contractor also agrees to provide a sufficient number of vehicle and other equipment to fulfill the terms of the contract.

Village of Bancroft's Obligation

- a. Once an agreement for service has been reached, the Village of Bancroft shall inform all residential and non-residential customers of the collection day and the materials to be collected.
- b. All trash must be at street side by 7:00 a.m. on the regularly scheduled pick-up day. It shall be placed next to the driveway no further than five (5) feet from the road shoulder.
- c. Residents will be notified that no chemicals or foreign substance of any kind shall be used on the outside of the trash bags or receptacles for the purpose of deterring scavenger animals.
- d. Residents are responsible for having their trash and discarded material free and clear of any vehicular obstruction that might impede trash removal. If the street is under construction, residents will be expected to take their trash to the nearest cross street that is open, and place such trash on the corner at the designated time on the scheduled pick-up day.

Collection Specifications

The Contractor agrees to collect the following:

- a. Solid Waste – weekly collection
- b. 5 cubic yard Dumpster – once per week
- c. Recyclables – twice per month collection
- d. Large Household Items – twice per month collection
- e. Yard Waste & Bundled limbs – twice per month collection (May 1 –November 30)
- f. Christmas trees – twice per month collection, January only.

Schedule Changes

Once schedules and routes have been established, the Contractor shall refrain from making changes, unless mutually agreed upon by the Village of Bancroft and the Contractor. Such changes to schedules and routes will require written notification.

The Village of Bancroft observes the following legal holidays:

| | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

The Contractor shall observe the listed holidays as non-collection days. In the event a holiday is observed by the Village of Bancroft on a scheduled collection day, it is understood that the scheduled collection day will occur one (1) day later.

Due to severe weather and other unpredictable acts of Nature, waste collection shall be collected at the first opportunity. It is understood that the Contractor shall notify the Village of Bancroft as quickly as possible of changes to the schedule due to severe weather and other unpredictable acts of Nature.

Care and Diligence

The Contractor shall exercise all reasonable care and diligence in collecting solid waste within the Village of Bancroft.

The Contractor must exercise due care to prevent the spilling, scattering or dropping of solid waste through collector activity. Should an incident of spilling, scattering or dropping of solid waste occur, the Contractor shall insure immediate clean up of the items.

Should an incident of damage occur to the Village of Bancroft personal property, or damage to resident's personal property (including vehicles), it is expected that the Contractor shall notify the Village of Bancroft immediately. The notification should include a concise description of the damage, and the remedial action to be taken.

Complaints

The Contractor shall provide, in writing, the name of a contact person, a telephone number and an emergency number that the Village of Bancroft shall use for the disposition of problems.

The Village of Bancroft agrees to act as the intermediary between the Village residents and the Contractor when problems arise. The Village of Bancroft agrees to supply the name and number of a contact person, and a back-up person, for the Contractor.

Residents will be encouraged to contact the Contractor only to notify when large household items containing freon will need removal.

The Contractor agrees to remedy problems and complaints within 48 hours, or as agreed upon, in writing, with the Village of Bancroft contact person.

Nondiscrimination

The Contractor shall not discriminate against any person because of race, color, religion, sex, national origin, age, marital status, veteran status, the presence of a non-related medical condition or handicap, or any other legally protected status.

Invoicing and Payments

The Contractor shall submit an invoice to the Village of Bancroft on a monthly basis. The invoice should include the number of service units within the Village of Bancroft boundaries, which were provided service during the month. All invoices must be received by the Village of Bancroft Clerk by the first Monday of each month. The Village of Bancroft shall pay invoices on a monthly basis by the 20th day of the month.

Modification of Contract

The Village of Bancroft reserves the right to negotiate with the Contractor for a change in the terms of the contract, during the term of a contract, to make adjustments due to unforeseen, unavoidable circumstances, such as changes to the laws regulating waste disposal.

If the Village of Bancroft and the Contractor are unable to agree on a revised contract, the Village of Bancroft reserves the right to seek new bids and, upon a minimum of ninety (90) days written notice from the Village of Bancroft, to terminate the unexpired portion of the contract. The Village of Bancroft shall not be liable for any cost under this section beyond the contract price for the period where service is actually provided.

Breach of Contract

In the event that any of the provisions of a contract are breached by the Contractor, the Village of Bancroft shall give written notice to the Contractor of the breach, or pattern that constitutes the breach, and allow the Contractor a maximum of ninety (90) days to cure the breach, or pattern of breach. If the breach, or pattern of breach, is not cured, then the Village

of Bancroft shall have the right to rescind the agreement by sending written notice to the Contractor of the cancellation and termination.

Transferability

Other than by operation of law, 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 Village of Bancroft. The Village of Bancroft agrees that consent shall not be unreasonably withheld. In the event of an assignment, the assignee shall assume the liability of the Contractor.

ATTACHMENT #1

Garbage Removal & Curbside Recycling Guidelines for Residents

The Village of Bancroft continues to contract for household garbage removal, curbside pick-up of recyclable materials, appliance and furniture removal, and the removal of lawn clippings, leaves and small bundles of brush.

Garbage is removed weekly on Thursday, with a few exceptions due to legal Holidays. Please Do Not use 55-gallon drums as containers for garbage, they pose safety hazards for our Contractor's employees. Tires, car batteries, large auto parts and building materials will not be picked-up by our Contractor. You are encouraged to contact the Morrice Transfer Station, the Venice Township Landfill or other legal businesses to dispose of these items at your own cost.

Recyclable items will be collected twice per month, on a regular schedule. Acceptable containers for recyclable materials include: Laundry Baskets, Sturdy Cardboard Boxes, Wooden Boxes and Commercial Recycling Containers.

Recyclables accepted at this time include:

- a. Tin Cans, Aluminum Cans, Pie Tins and Foil
 1. Cleaned and Labels removed
- b. Newspapers
 1. Must be adequately secured. Tie with string; place in paper bags or in sturdy cardboard boxes
- c. Plastic Containers ---- HDPE #2 only
 1. Milk jugs, Water jugs and Orange Juice jugs
 - a. Rinsed out & lids removed
 2. Colored Plastic jugs
 - a. Must be separated from other colors
 - b. Rinsed out & lids removed
 3. Margarine tubs, Detergent bottles, other plastic containers
 - a. Cleaned and lids removed
- d. Glass
 1. Must be clean and separated by color
 - a. Green, Brown, Clear.
- e. Aluminum
- f. Corrugated Cardboard
- g. Used Motor Oil
 1. Must be in 1-Gallon Containers, such as plastic milk jugs, with a tight fitting cap.

Removal of furniture and appliances is available the same week as recyclable pick-up. Those appliances containing freon must have the freon removed by a licensed company, who will then tag the appliance. If the freon has not been removed, the Contractor must be notified and a service fee must be paid directly to the Contractor by the resident before the appliance will be removed.

Curbside pick-up of lawn clippings, leaves and small bundles of brush will be included twice per month as part of our schedule from May 1 through November 30. The scheduled pick-up of these items will take place the weeks opposite the recyclable items pick-up. Christmas trees will be removed during the month of January. Lawn clippings and leaves need to be placed in appropriate yard waste bags. You may purchase yard waste bags from the Village Office at a cost of \$1.00 for a three or \$1.50 for five. Our Contractor will remove brush and limbs if they are in lengths under 4', neatly bundled and weighing less than 65 pounds.

ATTACHMENT #2

Definitions and Terms

Whenever the following terms are used, the intended meaning shall be interpreted as follows:

- a. **Bulky Items:** An item of waste either too large or too heavy to be safely and conveniently loaded into residential solid waste collection vehicles by the personnel available. This includes household items such as large pieces of furniture, bedsprings, mattresses, appliances, and other discarded materials incidental to the usual routine of major housekeeping.
- b. **Christmas Trees:** Trees used for decoration to celebrate the Christmas holiday.
- c. **Collection:** The removal and transportation of solid waste from the point of pickup to the place of processing, recycling, or disposal.
- d. **Compostables:** Grass clippings, leaves, garden trimmings placed at curbside for the purpose of processing into humus or compost.
- e. **Construction Debris:** Waste building materials resulting from construction, remodeling, repair or demolition operations. A small amount of which shall be accepted by the Contractor as a normal generation of refuse from households.
- f. **Contractor:** The corporation or partnership performing collection services under contract with the Village of Bancroft.
- g. **Dwelling Unit:** Any room or group of rooms located within the dwelling, and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking, and eating. Commercial properties that meet the criteria, as specified by the Village of Bancroft, shall be counted as dwelling units.
- h. **Extra Work:** Work over and above that called for in the Contract.
- i. **Garbage:** Animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food.
- j. **Household Hazardous Waste:** Any waste material which is classified as ignitable, corrosive, reactive, or toxic, or other such materials specifically defined as hazardous by the Michigan Hazardous Waste Management Act (P.A.64 of 1979, as amended) or by the Federal Resources Conservation and Recovery Act of 1976, as amended.
- k. **Landfills:** A solid waste disposal area, for which a permit is required and has been issued under the authority of Michigan Public Act 641 of 1978, as amended, that receives solid waste for ultimate disposal in or upon the land.
- l. **Owner:** Owner shall mean the Village of Bancroft.

- m. **Recyclable Materials:** Glass, plastics, ferrous and non-ferrous metals, newspaper, corrugated materials, or other such materials as the Contractor and the Village of Bancroft shall agree upon in writing.
- n. **Residential Solid Waste:** A mixture of bulky items, construction debris, garbage, recyclable materials, rubbish and yard waste.
- o. **Rubbish:** Miscellaneous solid waste material resulting from housekeeping, including but not limited to packing boxes, cartons, excelsior, plastic peanuts, paper, magazines, ashes, tin cans, bottles, glassware, dishes, rubber, rags, wood, leather, automobile tires, small automobile parts (except batteries), floor sweepings, and the like. It will further include large pieces of furniture, bedsprings, storm doors, and windows, metal furniture, air conditioners, refrigerator, stoves, washers, dryers, humidifiers, water heaters, water closets, bathtubs, sinks, cabinetry, paneling and drywall fragments, carpets and pads, fencing and fence post, or other material incidental to occupancy and maintenance of a dwelling unit.
- p. **Yard Waste:** Includes rubbish and those waste materials resulting from the maintenance of properties whereon a dwelling is located, including accumulations of lawn, grass, and shrubbery cutting or clippings; dry leaf rakings; small tree branches, trees, or non-combustible materials which are too bulky for collection in normal sanitation equipment used for regular domestic household collections.
- q. **Unit Price:** The monthly compensation for the solid waste collection and disposal service provided to each dwelling unit.
- r. **Work or The Work:** The furnishing of all labor, materials, equipment and other incidentals necessary for the successful completion of the contract and the carrying out of all duties and obligations imposed by the contract.
- s. **Zone Map:** An official map showing the location and boundaries of the solid waste collection area.