

**CITY OF MILAN
REQUEST FOR PROPOSALS
INSTRUCTIONS TO BIDDERS**

**Solid Waste Collection Services
BID OPENING: April 30, 2019
at 10:00 a.m. Eastern Time**

1. Unless otherwise specified, two original signed copies of the Bidder's proposal must be submitted.
2. Bidders must carefully read and thoroughly comply with these Instructions to Bidders, the Terms and Conditions, and the Specifications (together, the "Invitation to Bid"). The Instructions to Bidders, Terms and Conditions, Specifications, and the Bidder's proposal, including all attachments and accompanying documents, shall become part of the contractual agreement entered into with the successful bidder.
3. Proposals shall include all applicable taxes, licensing, permitting, regulatory, import and other fees and costs applicable to the contract (the "taxes and fees"). Generally, the City is exempt from State and Federal taxes. In the event that taxes and fees must be paid on any materials or work necessary to complete the contract, the Bidder shall bear the cost and responsibility of all such taxes and fees and must take such costs into account in submitting its proposal. To the extent any taxes and fees apply, they must be separately identified and itemized in the proposal.
4. The Bidder shall be required to comply with all provisions of the Federal Davis-Bacon Act (Federal prevailing wages): Yes__ No XX
5. The Bidder shall be required to comply with all Community Development Block Grant requirements: Yes__ No XX
6. The City reserves the right to award the bid in whole or in part, to reject any or all proposals, to waive informalities, and to negotiate the terms of the proposals with a Bidder of the City's choosing.
7. Bidders shall submit their proposals, including additional documentation as is necessary or appropriate, by the date and time specified (*no exceptions will be made*) in a sealed envelope addressed as follows:

City of Milan Proposal for Solid Waste Collection Services

147 Wabash Street Milan,
Michigan 48160-1594

8. Failure to properly address or deliver the proposal may result in premature opening and disqualification of/or failure to open and disqualification of the proposal. The Bidder assumes all risks regarding the City's receipt of the proposal and the proposal's compliance with the Instructions to Bidders and the Terms and Conditions

INVITATION TO BID

Project: Solid Waste Collection Services
City of Milan—Department of Public Works
147 Wabash Street
Milan, Michigan 48160

Proposal: 5 year proposal, alternative proposals

Due Date: Bids will be received at the Office of the City Clerk, 147 Wabash Street,
Milan, Michigan, until **10:00 a.m. on Tuesday, April 30, 2019.**

Description of Project: The City of Milan is seeking a qualified municipal solid waste hauler. The City will choose one hauler to furnish and provide for the collection of residential and commercial refuse, recyclable materials, yard waste, bulky waste and White Waste, the transportation of such collected refuse to the disposal location; and to perform all other work and services incidental to the collection and transportation of waste and refuse. The City estimates approximately 2,300 stops, which includes residential, select commercial and downtown pedestrian street trash cans. Prospective bidders are responsible to verify the actual number of stops prior to bidding. Alternative proposals may also be submitted that include: 1) On-Call Pick Ups 4) Commercial Recyclables collection and disposal.

Right to Reject: The City reserves the right to waive any informalities or irregularities and to accept or reject any or all proposals.

Bidding information available:

City Hall:
City Clerk's Office
147 Wabash Street
Milan, MI 48160
(734) 439-1501

Stan Kirton, Director of Public Works

**RESIDENTIAL AND COMMERCIAL SOLID WASTE/RECYCLING
COLLECTION AND DISPOSAL**

GENERAL SPECIFICATIONS

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1.00 DEFINITIONS

- 1.01 APARTMENT OR CONDOMINIUM COMPLEX - One or more buildings, each of which is comprised of five (5) or more dwelling units, each of which dwelling units is occupied by, or designed for occupancy by, a separate family or household.
- 1.02 BAGS - Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 50 lbs.
- 102A BOX BOARD - Cardboard other than corrugated, including shoe boxes, cereal boxes, paper towel tubes, toy boxes, etc.
- 1.03 BULKY WASTE-Refrigerators, freezers and air conditioners (from which Freon has been removed prior to collection by Contractor), water tanks, washing machines, dryers, stoves, furniture, and other waste materials other than construction debris.
- 1.04 BUNDLE - Tree, shrub and brush trimmings securely tied together forming an easily handled package not exceeding four feet in length or 50 lbs. in weight.
- 1.05 CITY - City of Milan, Michigan
- 1.06 COMMERCIAL UNIT- A dwelling, including an Apartment or Condominium Complex, that is not included in the definition of Residential Unit due to the number of dwelling units contained therein and any other building, including, without limitation, stores, offices and factories, that is occupied by producers of Commercial Refuse that is stored for collection in Non-Portable Containers capable of being rear-loaded by Contractor and having a minimum capacity of two (2) cubic yards.
- 1.07 CONSTRUCTION DEBRIS - Waste building materials resulting from residential construction, remodeling, repair or demolition operations and which are included within any applicable household hazardous waste exceptions set forth in Part 111 of the Michigan Natural Resources and Environmental Protection Act. No concrete, asbestos, or asphalt shingles and no more than three cans not exceeding 50 lbs. each on occasional basis.
- 1.08 CONTAINER - Either a portable or a non-portable container, or both, as the case maybe.

- 1.08A PORTABLE CONTAINER - A receptacle with a capacity of greater than 20 gallons but not more than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having tight-fitting lids capable of preventing entrance into the container by vermin. The mouth of the container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 50 lbs.
- 1.08B NON-PORTABLE CONTAINERS - Any container with capacity greater than 35 gallons fixed with devices permitting mechanical lifting and dumping.
- 1.09 CONTRACT DOCUMENTS - The Contract Documents shall include: i) these General Specifications, ii) the Pricing Schedule, iii) the Resolution or other action of the City Council ordering or authorizing execution of the Contract, iv) the Performance Bond, and v) the Contract.
- 1.10 CONTRACTOR - The person, corporation or partnership performing solid waste/recycling collection and disposal under the Contract with the City.
- 1.11 DEAD ANIMALS - Animals or portions thereof equal to or less than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use of consumption.
- 1.12 DISPOSAL SITE - A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive disposal.
- 1.13 GARBAGE - Dead animals and every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter including, but not by way of limitation, all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents, except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Hazardous Waste or Rubbish.
- 1.14 HAZARDOUS WASTE - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

- 1.15 LIMITED SOLID WASTE - "Limited Solid Waste" shall be deemed to include weekly pick-up at each residential unit of Garbage and Rubbish contained in a maximum of three (3) thirty (30)-gallon bags or thirty (30)-gallon containers or one (1) ninety (90)-gallon curb cart. Contractor shall also quote a fee for each additional thirty (30) gallon container beyond such maximum.
- 1.1 SA MIXED PAPER - Shall include white and colored office paper, fax paper, envelopes, lined notebook paper, and other paper generally used for typing, writing, or printing
- 1.16 PRODUCER - An occupant of a Residential Unit who generates refuse and residential refuse.
- 1.17 RECYCLING MATERIALS - Materials suitable for recycling, as agreed to by the City and Contractor, provided that in all cases such materials shall include at least the following: newsprint, tin, glass, No. 1 & 2 plastic, aluminum, corrugated cardboard, glossy paper and Yard Waste, Box board, Mixed Paper and White Goods.
- I .18 REFUSE - This term shall refer to Residential Refuse and Bulky Waste generated at a Residential Unit unless the context otherwise requires.
- 1.18A RESIDENTIAL REFUSE - All Garbage and Rubbish generated by a producer at a Residential Unit.
- 1.18B COMMERCIAL REFUSE - All Garbage and Rubbish generated by a producer at a Commercial Unit.
- 1.19 RESIDENTIAL UNIT - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.20 RUBBISH - All waste wood, wood products, tree trimmings, dead trees or branches thereof, chips, shavings, sawdust, printer matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage or Hazardous Waste.

- 1.21 WHITE GOODS - Materials containing metals which are used for normal residential purposes, including such items as refrigerators, freezers and air conditioners (from which Freon has been lawfully removed and the unit properly tagged for pick up), water tanks, furnaces, trash compactors, other standard home appliances, bicycle frames, swing sets and aluminum door frames. All such items must be properly broken down for collection and be free of contaminants. By way of example, there shall be no glass in doorframes, strapping on chairs or concrete on swing set legs.
- 1.22 YARD WASTE- Yard Waste shall mean leaves, grass waste, vegetable or other garden debris, shrubbery, or brush or tree trimmings, less than four (4) feet in length and two (2) inches in diameter, that can be converted to compost humus. Yard Waste do not include stumps, agricultural wastes, animal waste, roots, sewage sludge, garbage or other materials not defined as "Yard Waste" pursuant to Section 324.11506(7) of Part 115 of the Michigan Natural Resources and Environmental Protection Act.

2.00 OPERATION

2.01 Days of Collection:

a Residential Collections of Solid waste and Recyclables and Commercial Collections designated by the City shall be scheduled on Tuesday of each week, except where due to holidays or unforeseen circumstances. Collections on Sundays shall be prohibited unless prior approval has been given in writing by the City's authorized representative

b. White Goods and/or Bulky Waste shall be collected only on the first Tuesday of each calendar month.

c. Yard waste shall be collected from the first Tuesday in April to the last Tuesday in November each year from residential units. All yard waste shall be placed in designated paper compost bags (available at local retailers) or 20 to 32 gallon rigid containers with handles clearly marked "Yard Waste" so that it is visible from the street. Containers or bags will weigh no more than 50 pounds each. Yard waste will be collected by the Contractor and hauled to a State approved compost facility. The Contractor shall charge the City a per yard rate for disposal based on material collected as well as a transportation fee to transport the materials to the approved site.

- 2.02 Hours of Collection: - Collection of refuse and recycling materials shall not start before 7:00 a.m. nor continue after 7:00 p.m. on Tuesday of each week. Curbside pick up in the City's Business District shall not start before 11:00 a.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances related to inclement weather or significant equipment problems.

2.03 Collection of Holidays: - The following shall be holidays for purposes of this Contract:

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

If any of the above holidays falls on a Monday or Tuesday in a given week, the Contractor shall collect all materials on Wednesday for the holiday week only.

2.04 Routes of Collection: Collection routes shall be traveled Tuesday of each week.

Contractor shall submit to City for its approval a map designating the proposed collection routes for which approval shall not be unreasonably withheld. The Contractor shall seek City approval prior to any changes in routes or day of collection, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, City shall promptly give written or published notice to the affected residential units.

2.05 Acceptable Containers and Weight:

- a. Container used for all refuse collection shall be water tight, plastic or metal containers equipped with handles and tight fitted covers or acceptable plastic or paper containers of a type and design which have been approved by the City.
- b. For residential units, household waste and yard waste containers shall not exceed fifty (50) pounds in combined container and contents weight. There shall be no limit to the number of containers of refuse to be collected at any one location. Refuse amounts shall be in accordance with existing City ordinances. In the event the amount of refuse allowed by ordinance is changed, Contractor shall have the option to request a meeting with the city to discuss the changes and the effects, if any, on the Contract. If there are changes the parties shall meet and attempt to resolve the issues in good faith.
- c. Woody refuse such as branches and bushes are to be wrapped in bundles and securely tied in not to exceed lengths of four (4) feet in length or exceed fifty (50) pounds in weight.
- d. Commercial Containers with a two (2)-cubic yard minimum capacity shall be supplied and maintained by Contractor.
- e. Each container, bag and bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or

traveled City roadways (including alleys) or at such other location designed by the City readily accessible to the collection vehicles. Containers) bags and bulky waste should be placed so as not to interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags, bundles, and bulky wastes shall be placed as close as practicable to an access point for collection vehicle. It is the responsibility of the user to keep the container clear of snow and vehicles. Contractor may decline to collect any container, bags, bulky waste, and bundles not so placed or any residential refuse not in a container.

- f. Contractor will make reasonable accommodations by providing special pick-up to the elderly and handicapped.
- g. Contractor shall exercise care in the handling of owner's refuse and recycling containers and will make every effort to return containers to the curb after emptying.

2.06 Equipment/Vehicles:

- a. Contractor shall provide all equipment, vehicles and manpower for timely performance of its obligations under this Contract. The vehicles and equipment used for collection are to be properly maintained and shall have a completely enclosed, water tight, compaction type body and shall be properly designed so that the wheel-to-axle loads with a fully loaded body do not exceed the schedule of weights allowed by the laws of the State of Michigan, County of Washtenaw/Monroe and the City applicable to all streets and roads traveled by Contractor in the course of collection and disposal of the City's waste and refuse.
- b. If it is not possible to fully load the vehicle and stay within the limits of the applicable weight law, Contractor shall reduce the load until it conforms to the weight law.
- c. Contractor may use one man collection vehicles provided Contractor adheres to all of the requirements pertaining to the pickup of waste and refuse.
- d. Contractor shall provided sufficient equipment, vehicles and personnel to make one (1) complete collection from the entire City within one (1) day.
- e. Contractor shall provide additional open type vehicles, pickup trucks as needed for special pick up items.
- f. Contractor shall maintain sufficient stand-by equipment to fulfill its obligations under this Contract in the event of equipment and/or vehicle breakdowns.

- g. Each vehicle shall make clearly visible on each side of the vehicle the identity of the Contractor and a toll free phone number of the Contractor.
- h. Contractor shall maintain and keep logs and records of the vehicles serving the City keeping track by vehicle number and each date the vehicle is used to service the City. Such records shall be open and available to the City for review upon twenty four (24) hours notice.
- l. Contractor shall keep its vehicles traveling in the City clean, presentable and reasonably free from objectionable odors.
- J. All drivers used or employed by Contractor to service the City shall possess a valid CDL license. The City shall have the authority to inspect any and all CDL license and related documents at any time belonging to any Contractor employees driving a vehicle at any time in performance with this Contract.
- k. The services to be rendered by Contractor and its employees and agents shall be performed, at all times, in an orderly, timely professional and efficient manner. Contractor shall take all steps to insure that no litter on any property in the City occurs during the course of making collections and shall not allow any debris or refuse to blow or fall from any vehicle used for collections.
- I. Employees of Contractor shall be dressed in proper attire (shirts, long pants or shorts during the summer months, at all times and behave professionally at all times. Contractor shall prohibit the drinking of any alcoholic beverages by its drivers and crews while in performance of this contract.
- m. Contractor shall allow the City to inspect its equipment and vehicles and all records pertaining to purchase, lease, maintenance, repair and insurance of said vehicle or equipment. All vehicles found to not be in compliance with this Contract shall be immediately removed from service in the City.

2.07 Field Supervisor/Office:

Contract shall have a field supervisor on duty to directly monitor the efficient collection and disposal of City waste and refuse, The Field Supervisor shall familiarize him or herself with all residential and commercial stops and check to assure collections are being made on schedule and in compliance with the terms and conditions of this Contract. The Contractor shall provide the City with the name and cell phone number of the Field Supervisor assigned to the City.

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient telephones and shall have a

responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collections days. A local telephone number or toll-free number shall be provided.

2.08 Complaints:

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received.

2.09 Disposal:

All refuse collected for disposal by the Contractor shall be transported to an approved disposal site selected by the Contractor. The charge for disposal shall be included in the rate set forth in the proposal for residential and commercial units serviced by the Contractor.

2.10 Special Waste Collection:

Contractor shall provide the City at the DPW site one dumpster for street sweepings refuse and one dumpster for sanitary sludge. Contractor shall dispose of said special waste in an appropriate manner at a landfill licensed/certified for acceptance of said special waste. The City shall be responsible to pay for any testing that the County or State government may require for testing of the special waste. City shall pay the tipping fees for special waste. All other costs shall be borne by the Contractor.

2.11 Yard Waste and Leaves:

Collection of separate compostable yard waste and leaves will be seasonable. Collection shall begin the week that includes April 1st each year and shall end the week that includes November 31st each year. Contractor shall collect yard waste from all units that have placed the yard waste at the curb in permissible bags, durable containers or properly sized bundles. Compostable yard waste collected shall be kept separate from other refuse and delivered to the disposal site in accordance with site regulations.

2.12 Recycling Program:

City currently maintains a curbside recycling program. Recyclable items placed in 96 gallon carts at the curb on alternating (every other) Tuesdays shall include all items within the definition specified in Article 1 " Recycling Materials".. At anytime, City has the right to open negotiations for the purpose of establishing a new commercial recycling program, it being understood that the need for such a new commercial recycling program may or may not occur as a result of changes to the applicable County Solid Waste Plans. In the event a new commercial recycling program would be developed, changes to the program and its associated costs must be

mutually agreed upon by the City and the Contractor. With respect to the residential and any future commercial recycling program, if additional items for recycling collections can be added to the list of targeted recyclables, Contractor shall so add such items, and Contractor shall be permitted to pass through any increased costs, subject to the following.

Contractor shall submit an outline of enforcement (or other) measures that may be required in order to effectively operate the proposed recycling program(s). The Contractor shall supply the City with an outlined quarterly recovery report.

2.13 Municipal Containers To Be Serviced:

The Contractor shall collect, once a week, at no additional charge, solid waste and recyclable materials generated at the various municipal facilities listed below:

LOCATION	SIZE/NUMBER
DPW Yard	4 yards
City Hall	2 yards
Community House	2 yards
DPW Annex	4 yards
Fire Department	2 yards
Downtown Pedestrian Cans	11 Cans; 2 Combo Cans/trash & recyclables
City Hall	4 yards Paper Only
Tolan Square	4 yards trash 4 yards cardboard
Waste Water Treatment Plant	2 yards (grit) 10 yards

3.00 INSURANCE

Before commencement of work hereunder, the Contractor shall furnish the City Certificates of Insurance or other evidence satisfactory to the City reflecting that such insurance has been procured and is in force. The certificates shall contain the following expressed 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 the certificate holder."

All insurance policies shall name the City as an additional party insured.

For the purpose of the Contract, the Contractor shall carry the following types of insurance with coverage limits not less than those specified below:

COVERAGE	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employers Liability	\$500,000
Bodily Injury Liability Except Automobile	\$2,000,000 each occurrence \$5,000,000 aggregate
Property Damage Liability Except Automobile	\$2,000,000 each occurrence \$5,000,000 each occurrence
Automobile Bodily Injury Liability	\$2,000,000 each occurrence \$2,000,000 aggregate
Automobile Property Damage Liability	\$2,000,000 aggregate
Excess Umbrella Liability	\$1,000,000 aggregate
Contractual Liability for Indemnity Obligations	\$1,000,000 aggregate

REQUIREMENTS: Five Year Proposal and Alternates Pricing

PRICING: Line item Unit pricing

ADDITIONAL INFORMATION:

All questions must be emailed to Stan Kirton

CITY OF MILAN BIDDER
DISCLOSURE STATEMENT
Solid Waste Collection Services

Disclosure of Familial Relationship

The Bidder hereby represents and warrants, except as provided below, that no familial relationship exists between the owner(s) or any employees of the Bidder and any City official or City employee.

List and describe any familial relationships: _____

Disclosure of Substantial Interest in Business

The Bidder hereby represents and warrants, except as provided below, that no City official or City employee or their immediate family has any substantial interest in the Bidder's business.

List and describe any substantial interest held by a City official, City employee, or their immediate family in Bidder's business:

I certify and swear that to the best of my knowledge, information and belief the above information is true, accurate, and complete.

Signed:

Title:

Bidder: _____

Dated: _____

CITY OF MILAN

REFERENCES

Solid Waste Collection Services

Reference #1

Business Name:	
Contact:	
Address:	
Phone Number:	
E-mail Address:	

Reference #2

Business Name:	
Contact:	
Address:	
Phone Number:	
E-mail Address:	

Reference #3

Business Name:	
Contact:	
Address:	
Phone Number:	
E-mail Address:	

CITY OF MILAN

TERMS AND CONDITIONS

Solid Waste Collection Services

1. PREPARATION OF BIDS/PROPOSAL:

- a. Any person contemplating submitting a proposal in doubt as to the true meaning of any part of the request for proposals may submit a written request for clarification to the City, attention Purchasing Division. Persons submitting requests for clarification will be responsible for its prompt delivery. Any interpretation or clarification will be made only by written addendum duly issued by the City. A copy of each addendum will be mailed or delivered to each person in receipt of the request for proposals.
- b. In responding to this request for proposals, each Bidder shall furnish all information required and such information shall be furnished on the forms contained herein, if any.
- c. The Bidder's proposal shall not contain any condition purporting to limit the Bidder's liability for damages, actual, consequential or otherwise, to the price of the contract, and any such condition shall be null, void, and of no force or effect.

2. SUBMISSION OF BIDS/PROPOSALS:

- a. Each bid shall include a description of the Bidder, the state in which it is licensed to do business (if other than Michigan), and shall include the names, resumes, and experience of the personnel to be assigned to this project. The City at its reasonable discretion may require further information from the Bidder, including detailed financial information, which information shall be promptly provided.
- b. Proposals shall remain valid for at least ninety (90) days from the date set for bid opening.
- c. Prior to the date and time set for bid opening, Bidders may withdraw their proposal by giving written notice to the City, attention Purchasing Department. After the date and time set for bid opening, no bid may be withdrawn or canceled.
- d. Any alternate bids that are submitted may be considered, in the sole discretion of the City.
- e. All bids must be accompanied by a bid deposit in the amount of \$30,000. The bid deposit of the successful Bidder will be held until the contract has been duly executed by the City. The amount of the bid deposit may be forfeited to the City as liquidated damages upon the refusal or neglect of the Bidder to proceed. Bid deposits of unsuccessful bidders will be returned by the City within forty-five (45) days after the date set for bid opening.
- f. Bidders are advised that after the date and time set for the opening of bids, all proposals and information submitted with their bid will constitute public records subject to disclosure under the Michigan Freedom of information Act.
- g. Bidders are solely responsible for any and all costs to prepare their bid, including any site visits and engineering analysis.

3. CONSIDERATION OF BIDS/PROPOSALS:

- a. The City Administrator and the City Director of Public Services] shall each be authorized to represent the City in all matters pertaining to this Request for Proposals, provided however, that final approval and award of the bid, if any is made, shall be by official action of the City Council.
- b. Proposals varying from the Specifications will only be considered when such substitutions are clearly identified and described in the Bidder's proposal. The determination of whether to consider such substitutions shall be at the City's sole discretion.

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number or specific reference, it is understood that the Bidder proposes to furnish the specific item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated by submission of the Substitution Proposal form. Bids of "equal" items will only be considered when the Bidder's proposal clearly identified and described the proposed "equal" to be furnish, including such information as condition, quality, warranty, and price.

- c. Every bid shall include a sworn statement disclosing any familial relationship that exists between the owner or any employee of the Bidder and any City official or City employee, and disclosing any substantial interest held by any City official or City employee or their immediate family in the Bidder's business. The sworn statement shall be in the form of the Bidder Disclosure Statement included in this Invitation to Bid. The City will not accept a bid that does not include this sworn disclosure statement.

4. FAIR EMPLOYMENT PRACTICE AND NON-DISCRIMINATION:

The Bidder and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap. The Bidder shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status or handicap. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection of training, including apprenticeship. Breach of this covenant may be regarded as a material breach of contract.

5. COMPLIANCE WITH FEDERAL, STATE AND MUNICIPAL LAWS:

Bidder shall comply with all Federal, State, and municipal laws, rules and regulations in the performance of the contract and in the employment of persons, and shall obtain all necessary licenses and permits and pay all fees, taxes and other charges required thereby, and furnish, upon the City's request, evidence of compliance with any law and the payment of any fee, tax or charge. Bidder will defend, indemnify and hold harmless the City against any and all claims, charges, liens, garnishments and levies arising out of Bidders failure to comply as required by this paragraph.

6. INDEMNIFICATION

Bidder shall to the fullest extent permitted by law indemnify, defend and hold harmless the City of Milan and its elected and appointed officials and officers, agents, servants, employees and successors from and against any and all liabilities, claims, causes of action or lawsuits seeking damages on account of personal injury or death to any person, including employees of the Bidder, or property damage, including claims for loss of use which arise out of performance of the contract by the Bidder or its subcontractors. The Bidders defense, indemnity, and hold harmless obligation shall include:

- a. Indemnify even if damages sought were caused in part by the negligence or fault of City or any of its officials, employees, agents or officers.
- b. Indemnify for all damages and judgment interest, all costs and fees, including attorney's fees, relating to or arising out of any claim, cause of action or lawsuit requiring indemnity by the Bidder.
- c. All expenses incurred in securing indemnity from the Bidder if the Bidder wrongly refuses to fulfill any of the indemnity obligations assumed under this contract.
- d. This section shall not be read as to require the Bidder to defend the City or any other party from claims, or to assume any liability or indemnify the City or any other party for any amount greater than the degree of fault of the Bidder.

The Bidder shall also, at its expense, indemnify, defend and hold harmless the City and its elected and appointed officials and officers, agents, servants, employees and successors from and against any and all claims against the City for alleged infringement of any United States patents related to components, equipment, or hardware manufactured, installed, or provided by the Bidder as part of this contract.

7. INSURANCE PROVISIONS

Contractor shall purchase and maintain the following minimum insurance policies throughout the term of the contract from insurance companies duly licensed and authorized to conduct business in Michigan, and shall provide to the City with certificates of insurance, demonstrating compliance with this provision:

- A. Statutory Worker's Compensation and Employers Liability Insurance as required by law.
- B. Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Products and Completed Operations; (B) Broad Form General Liability Extensions or equivalent, plus a one million dollar "follow form" umbrella policy, to protect Contractor and the City against liability or claims of liability which may arise out of Contractor's (including Contractor's employees and agents) performance under this Contract. In addition, Contractor agrees that such policy shall provide an endorsement stating that such insurance shall be primary and that insurance carried by the City shall be excess and noncontributory.

- C. Additional Insureds: Commercial General Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Milan, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insureds, whether any other available coverage be primary, contributing or excess.
- D. Contractor shall furnish the City with a certificate issued by the insurance company indicating such coverage is in effect during the entire term of this contract and shall furnish the City with a complete copy of such policy(ies) upon the City's request. Each such insurance policy shall contain a provision prohibiting its cancellation or expiration, or the reduction of its coverage limits, without at least thirty (30) days' prior written notice to the City. In the event that Contractor shall fail to obtain or maintain in force any insurance required hereunder, the City, in its sole discretion, may deem Contractor to be in default or may, but shall not be required to, procure and pay for such insurance on Contractor's behalf, and the sums so paid shall be deducted from Owner's payment to Contractor for work performed under this contract.
- E. Adequate property insurance for Contractor's equipment and personal property.
- F. For any motor vehicle owned or leased by it, General Liability, Comprehensive and Property Damage Insurance with \$1,000,000 combined single limits, per occurrence and in the aggregate, and if needed, casualty insurance.

8. USE OF PREMISES

- a. Bidder shall keep the premises and the work which this contract relates free and clear of all claims and mechanic liens, and will promptly pay for all labor (including social security contributions and applicable fringe benefits), material and services used in connection with this contract. Bidder shall furnish the City with such certificates of payment, waivers of claims (including claims against any payment bond), waivers of mechanics liens, releases and sworn statements in form satisfactory to the City when submitting request for payment for work completed.
- b. Bidder shall not use or permit any of their employees to use any equipment, hoists, staging, scaffolds, or any other material or equipment belonging to the City without prior written consent.

9. INCORPORATION OF TERMS OF BID DOCUMENTS

- a. The terms set forth in the Instructions to Bidders, the Terms and Conditions, the Specifications, the Invitation to Bid, addendums thereto, if any, and the Bidder's response to the Invitation to Bid, including all attachments and materials submitted therewith, are all hereby incorporated into this contract in full by reference.

10. MISCELLANEOUS

- a. The Bidder agrees that the City of Milan, the Federal grantor agency and its governmental affiliates, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access, during regular business hours, to any books, documents, papers and records of their company which are directly pertinent to this agreement, for the purpose of making audits, examinations, excerpts and transcriptions. The company shall maintain all records for three years after all pending matters under this agreement are closed, during which period this provision shall survive the completion or any termination of this contract.
- b. The Bidder shall notify the City of the names and addresses of all subcontractors to be employed on the project. Bidder agrees that City has the right to reasonably approve or disapprove any subcontractors performing work for the Bidder on this contract.
- c. In performing its duties, Bidder shall at all times act in the capacity of an independent contractor and not as agent of the City.

11. ALTERNATIVE DISPUTE RESOLUTION

Unless the parties agree otherwise, any claims, disputes or other matters in controversy arising out of or related to the contract shall be subject to mediation as provided herein as a condition precedent to litigation:

- a. The party bringing a claim shall give notice to the other party and, in writing, propose a meeting within seven (7) days after the claim arises in which to discuss and attempt to resolve the claim.
- b. In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said seven (7) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to subparagraph (1) above. The mediator shall render his or her decision within fourteen (14) days of said meeting. The parties may, by mutual written agreement, extend the time periods required under this subparagraph.
- c. The purpose of mediation is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
- d. In the event the independent mediator's attempt to resolve the dispute between the parties fails, then each party will be free to pursue recover of claims at law.
- e. During the pendency of this alternative dispute resolution process, the parties agree that any statute of limitations applicable to all claims that are the subject of this process shall be tolled.

12. SEVERABILITY OF CONTRACT

In the event any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this contract, but this contract shall be construed as if such invalid or unenforceable provisions had never been contained. Further, in the event that any provision of this contract shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation

thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

13. NO WAIVER OF SUBROGATION

This contract shall not contain a waiver of subrogation.

14. AMENDMENTS TO CONTRACT

When awarded, the contract shall not be changed, modified, altered, or amended in any respect without the mutual written consent of the Bidder and the City.

15. PERFORMANCE OF THE CONTRACT

The Bidder shall furnish at its own cost and expense all labor, tools, equipment and materials necessary to expeditiously complete the contract, and all work and performance shall in a good and workmanlike manner, and shall be in conformance with generally accepted standards for quality, skill and construction of similar work. The Bidder shall assure that no work is defective, that all materials and equipment provided are in good and working order, and that all work and materials have been performed and provided in accordance with this contract and completed on schedule.

16. INSPECTION

The City may on occasion assign an inspector to review the Bidder's performance for the purpose of determining compliance with the specifications and maintaining records, including the time records for service charges and allocation of appropriate amount of labor and equipment for the work assigned. Any work or materials found to be defective, substandard or not in accordance with the provisions of this contract shall be repaired or replaced to the satisfaction of the City at the sole expense of the Bidder.

17. CERTIFICATION REGARDING IRAN-LINKED BUSINESS

By submitting its proposal, the Bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517, Public Acts of Michigan, 2012, being MCL 129.311 et. seq.

18. PAYMENTS

The Bidder may periodically submit invoices for services rendered under this contract to the City no more frequently than on a monthly basis. The City shall review and arrange for prompt payment of properly submitted invoices generally within thirty (30) days of actual receipt of the invoice. The Bidder understands that the City is a governmental unit and the approval process for such payments requires approval by the City Council.

19. DEFAULT

Except as otherwise provided herein, if either party fails to carryout the obligations set forth herein or fails to meet the requirements of this contract, they shall be given a written notice describing the failure and shall be given ten (10) days to remedy such failure. Failure to promptly remedy the failure, shall give the non-defaulting party the right to immediately terminate this contract and permit the non-defaulting party the right to seek its remedies as may be available under this contract or the law.

20. TERMINATION BY BIDDER

If the City fails to make payment for work within forty-five (45) days of receipt of an invoice from Bidder, the Bidder may, upon seven (7) additional days' written notice to the City, terminate this contract and recover from the City payment for work executed including reasonable overhead and profit on work executed, and reasonable costs incurred by reason of such termination.

21. TERMINATION BY CITY

The City may, at any time, upon ten (10) days written notice to Bidder, terminate this contract for the City's convenience and without cause. The Bidder shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit, but shall not be entitled to any compensation for work not executed.

22. JURISDICTION

This contract shall be subject to the laws of the State of Michigan.

Bidder hereby agrees to all of the terms and conditions set forth in the Instructions to Bidders, the Terms and Conditions, the Specifications, the Invitation to Bid, and addendums thereto, if any.

Duly signed and authorized by the Bidder on this _____ day of _____, 2019

SIGNED: _____

Title: _____

Bidder: _____

Address: _____

Email: _____

Phone: _____

This contract is hereby duly awarded to the Bidder on this ___ day of May, 2019.

CITY OF MILAN

By: _____

Dominic Hamden, Mayor

By: _____

Jade M. Smith, City Administrator