

**CITY OF PORTLAND
INVITATION TO BID
RESIDENTIAL REFUSE, RECYCLABLES, YARD WASTE,
AND BULK WASTE COLLECTION CONTRACT**

The City of Portland is inviting qualified companies to submit bids to be awarded a contract with the City for the collection of residential refuse, recyclables, yard waste, and bulk waste from residential properties (single-family and multiple-family up to 10 residential units) and municipal facilities within the City. The City intends to contract and license one company to provide these services within the City. The contract would be for a term of five years. The contract will not include commercial or industrial properties.

A bid shall include, at a minimum, the following:

1. The costs per residential unit per month with a different and proportional charge depending on the size of the container (large or small) for the weekly collection of residential refuse and recyclables;
2. A per bag charge for the collection of residential refuse exceeding the capacity of a residential refuse container;
3. The choice of at least two (2) sizes of containers (small and large) for residential refuse to be selected by the owner or occupant of a residential unit; and recycling and yard waste containers for each residential structure;
4. An option for users to decline service and avoid the applicable user charges, for periods of at least thirty (30) days when the residential unit is unoccupied with a commensurate reduction in charges;
5. The separate cost for the monthly residential collection of yard waste from April through October (bid as an option);
6. The separate cost for an annual spring residential collection of bulk waste (bid as an option);
7. The separate cost for scheduled collection of bulk waste on an as-needed basis (bid as an option); and
8. The separate cost for municipal refuse collection (bid as an option).

The City estimates that there are approximately 1600 residential units in the City eligible for residential refuse services. However, this information is provided for the bidder's convenience only and shall not be a basis for any change in a bid or contract if the number of residential units is in fact different from this estimate. Each bidder remains solely responsible for determining the number of residential units and any other factors upon which it may decide

to base its bid.

Each bid must include a list of at least three communities where the bidder provides similar services.

The City will evaluate bids based upon the following criterion:

1. The rates proposed in the bid, including the possible effect of any fuel adjustment clause, if included in the bid;
2. The proportionality of the rates among sizes of the residential refuse containers;
3. The overall quality of the bid and the services to be rendered;
4. The qualifications and experience of the bidder; and
5. Such other factors as the City Council may determine.

Attached to this Invitation to Bid is a copy of the Refuse Collection Agreement which the winning bidder will be required to enter into with the City if and when the bid is awarded by the City Council.

Bids must be received no later than 12:00 p.m. EDT on Tuesday, January 24, 2023 at the City Manager's Office, 259 Kent Street, Portland, MI 48875. Bids may be delivered personally, mailed, or e-mailed to citymanager@portland-michigan.org or faxed to 517-647-2938. Bids should be marked "RESIDENTIAL REFUSE COLLECTION CONTRACT." Bids received after the date and time indicated above will be rejected and returned unopened to the bidder. The City reserves the right to reject any and all bids, to waive any irregularities and/or informalities in any bid, to negotiate with the low bidder or any other bidder, and to award the bid to any bidder which the City deems in its sole discretion to be in the best interest of the City. Bids shall be valid for ninety (90) days from the date bids are due.

For further information contact the Portland City Manager at 517-647-2931.

REFUSE COLLECTION AGREEMENT

CITY OF PORTLAND

THIS AGREEMENT made this ____ day of _____, 2023, by and between the City of Portland (the "City"), a Michigan municipal corporation, and _____ (the "Contractor"), a Michigan _____ whose address is _____.

WHEREAS, Chapter 30 of the Portland City Code governs Solid Waste (the "Ordinance"), and pursuant to which the City selects the Contractor to be the sole Licensed Hauler of Residential Refuse, Recyclables, Yard Waste, and Bulk Waste (as hereinafter defined) within the City, pursuant to the terms set forth in this Contract; and

WHEREAS, it is necessary for the City to enter into this Contract with the Contractor to provide for the clean, orderly, and sanitary collection and transportation of refuse to protect the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, in consideration of the mutual promises and undertakings of the parties as herein set forth, it is hereby agreed between the parties as follows:

1.0. Definitions. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Ordinance.

Bulk Waste shall mean Debris that is too large for placement in a Residential Refuse Container or a Recycling Container. Bulk Waste shall include mattresses, furniture, small appliances, and tires. Bulk Waste shall be free of all liquids.

Director shall mean the Director of the City Department of Public Works, or such other person as the City may from time to time designate.

Hazardous Waste shall mean waste or a combination of waste and other discarded material, including solid, liquid, semisolid or containing gaseous material, which because of its quality, concentration, or physical chemical, or infectious characteristics pose a substantial present or potential hazard to human health or the environment, and as may be more specifically defined by rule or regulation.

Recyclables shall mean paper, plastics, tin, aluminum, or glass, and as may be more specifically defined by rule or regulation.

Recycling Container shall mean the container provided by the Contractor pursuant to this Contract for the collection of Recyclables.

Residential Refuse shall mean Garbage, Rubbish, Ash or Debris from Residential Structures within the City. Residential Refuse shall not include oils and greases, pesticide products, paints, thinners, lacquers, grass clippings, leaves, plants, branches, or Recyclables.

Residential Refuse Container shall mean the receptacle provided by the Contractor pursuant to this Contract for use in the collection of Residential Refuse.

Residential Structure shall mean any building or structure containing ten (10) Residential Unit(s) or less within the City.

Residential Unit shall mean a single-family house, and each unit of a condominium, cooperative, duplex house, or apartment building that is used for residential purposes.

Yard Waste shall mean grass clippings, leaves, plants, and branches no larger than four (4) feet in length or three (3) inches in diameter.

Yard Waste Container shall mean the receptacle provided by the Contractor pursuant to this Contract for use in the collection of Yard Waste.

2.0. Collection of Residential Refuse and Recyclables; Yard Waste; Bulk Waste.

2.01. The Contractor shall collect, transport, and dispose of or cause to be recycled, as applicable, Residential Refuse and Recyclables from all Residential Structures within the City on a weekly basis on the days determined by agreement between the Contractor and the Director.

2.02. The Contractor shall collect, transport, and dispose of Yard Waste from all Residential Structures within the City on a monthly basis from April through October on the days determined, by agreement between the Contractor and the Director. [Note - This paragraph will be included if the City accepts this bid alternate].

2.03. The Contractor shall collect, transport, and dispose of Bulk Waste from all Residential Structures within the City once annually in the Spring on a day determined by agreement between the Contractor and the Director. [Note - This paragraph will be included if the City accepts this bid alternate].

2.04. The Contractor agrees that all collection, transportation, and disposal activities shall be conducted in accordance with applicable Michigan and federal law and all ordinances, rules, and regulations of the City. Contractor shall not be required under this Contract to collect any Hazardous Waste.

2.05. The Contractor agrees that all refuse and other waste collected pursuant to this Contract shall be disposed of only in licensed landfills and in accordance with all applicable Michigan and federal law and regulations and all ordinances, rules, and regulations of the City. The Contractor shall defend, indemnify, and save harmless the City, and its departments, public officials and officers, agents, and employees from and against any fine, penalty, cost, or other charge (including, without limitation, court costs and attorney fees) arising out of or in connection with the Contractor's failure to comply with all applicable laws, rules, and regulations governing the transportation and disposal of all refuse and other waste collected pursuant to this Contract. Upon request

of the City, the Contractor shall provide written documentation evidencing proper transportation and disposal of all solid waste collected by the Contractor pursuant to this Contract. The Contractor's duties and obligations under this Section shall survive and continue after the expiration or termination of this Contract.

3.0. Collection Schedule; Publication of Notice.

- 3.01. The Contractor shall prepare within one (1) week after execution of this Contract schedules of collection days, times, and routes for the collection of Residential Refuse and Recyclables, [Yard Waste, and Bulk Waste] in accordance with Paragraph 2.0. The collection schedules shall assign each Residential Structure within the City to a collection district and shall, subject to the provisions of this Paragraph, set forth the day and time upon which regular collection will be made in each collection district. All collection and route schedules and amendments thereto are subject to the written approval of the Director.
- 3.02. Regular collection shall take place on the basis of a five (5) day week, Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m., except in the event of an emergency when so authorized by the City Manager. Regular collection shall not take place on Saturday or Sunday, except when necessitated by a holiday falling on a scheduled collection day as provided in Section 3.03, or in the event of an emergency when so authorized by the City Manager.
- 3.03. Regular collection shall not take place on a holiday. In the event a scheduled collection falls on a holiday, the scheduled collection and all subsequent collections shall be made not later than twenty-four (24) hours following the regularly scheduled time, until such time as the regular collection schedules may be resumed. For purposes of this Section, "holiday" means New Year's Day, Independence Day, Thanksgiving Day, Memorial Day, Labor Day, and Christmas Day.
- 3.04. Not less than two (2) weeks prior to the effective date of a collection schedule or amendment thereto, the Contractor shall publish notice of the collection schedule or amendment in a manner reasonably calculated to give notice thereof to all residents of the City. The notice shall include, at a minimum, the day of the week upon which collection shall be made in each collection district; a City map that delineates the collection districts by street; the name, address, and telephone number of the Contractor; a statement as to the manner and method by which complaints regarding collection service may be made and resolved; the proper location for Residential Refuse Containers and Recycling Containers pending collection; and the time of day at which the containers must be so placed. The Contractor shall assume all costs incurred in connection with the publication requirements of this Section.

4.0. Containers; Method of Collection.

- 4.01. The Contractor, at its own expense, shall provide each Residential Unit within a Residential Structure with (i) a Recycling Container for each category of Recyclables

to be collected, and (ii) a Residential Refuse Container of the size selected by the owner or occupant of the Residential Unit (large or small). The Contractor, at its own expense, shall provide each Residential Structure with a Yard Waste Container. Except as provided in Section 4.02, from the date such containers are delivered, the Contractor shall not be required to collect any Residential Refuse, Recyclables, or Yard Waste that is not properly contained in a Residential Refuse Container, Recycling Container, or Yard Waste Container, respectively.

4.02. In the event an owner or occupant of a Residential Unit within a Residential Structure has more Residential Refuse than can be accommodated by his or her Residential Refuse Container, such owner or occupant may place excess Residential Refuse in not more than two (2) properly-sealed plastic bags along with the Residential Refuse Container. The Contractor shall report to the Director the number of excess bags per month collected from the Residential Unit.

4.03. Residential Refuse Containers, Recycling Containers, and Yard Waste Containers damaged through the negligence or carelessness of the owner or occupant shall be replaced by the Contractor and the cost thereof shall be charged to the owner or occupant. The Contractor will replace at its own expense, and at no cost to the owner or occupant of a Residential Unit, Residential Refuse Containers, Recycling Containers, and Yard Waste Containers which are stolen or which have been damaged by the Contractor's vehicles, or which become damaged or unusable through normal wear and tear.

5.0. Further Obligations of the Contractor.

5.01. The Contractor shall make no changes to operational, collection, or material preparation procedures without receiving written approval from the City at least thirty (30) days prior to the implementation of such change. The Contractor shall assist the City, either financially or in a manner acceptable to the City, with the dissemination of notices to collection districts informing residents of the changes.

5.02. The Contractor shall provide safe, clean, odorless, watertight, and insect and vermin proof compaction type collection trucks. All equipment used by the Contractor shall be maintained in a safe and reasonably clean condition at all times.

5.03. All facilities, vehicles, and equipment used by Contractor shall meet all federal and Michigan requirements for safety and sanitation.

5.04. The Contractor represents and warrants that it shall not discriminate in its operations, including, but not limited to, the hiring of employees on the basis of race, color, religion, sex, age, or national origin. Contractor shall comply with all Michigan and federal laws, regulations, and executive orders relating to hiring, hours of work, and manner of pay.

5.05. The Contractor shall hire and pay its employees as employees of the Contractor.

Persons hired by the Contractor shall not be deemed to be employees or otherwise in any contractual relationship with the City, and the Contractor shall be solely responsible to pay contributions measured by the wages of said employees as required by the Social Security Act, the Internal Revenue Code, or laws of the State of Michigan, and shall assume and does so assume exclusive liability for said contributions.

6.0. Service Investigation and Complaints.

- 6.01. The Contractor shall maintain an office for receipt of service calls and complaints. The office shall be open and available for calls Monday through Friday of each week from 7:00 a.m. to 6:00 p.m. The office shall contain at least two (2) telephone lines with toll-free numbers which shall be listed under the name of the Contractor in local telephone directories. The Contractor shall provide an employee attendant in such office during all hours that such office is required to be open to accept service calls and complaints. In the event collection activities take place later than 6:00 p.m., or on a Saturday or Sunday as authorized by this Contract, the employee shall remain in service at the office described in this Section until all route and collection activities are completed.
- 6.02. The Contractor agrees to maintain regular contact, on at least a weekly basis, with the City Administrative Offices for the purpose of receiving and responding to questions and complaints regarding collection within the City.
- 6.03. The Contractor agrees to record all complaints and requests for investigations received at its designated office or at the City Administrative Offices on a service investigation form acceptable to the Director. The service investigation form shall indicate the date and time the complaint or request for investigation was received, the date and time the Contractor was notified if such complaint or request for investigation was received by the City, the name, address, and telephone number of the complainant, and the nature of the complaint or investigation. The Contractor shall retain two (2) copies of the service investigation form and shall supply one (1) copy to the Director or his or her designee. The Contractor agrees to provide service investigation forms at its own expense.
- 6.04. Upon receipt of a complaint or request for investigation, Contractor agrees to promptly investigate the incident and take such corrective action as is necessary to comply with its obligations under this Contract, and all ordinances, rules, and regulations of the City. When the Contractor is at fault due to its negligence or carelessness, and the complaint is received by 3:00 p.m., corrective action shall be taken within twenty-four (24) hours after the Contractor is notified of the incident. If the complaint is received after 3:00 p.m., corrective action shall be taken within forty-eight (48) hours after the Contractor is notified of the incident. In the event of a difference of opinion as to the validity of the complaint or the fault or responsibility of the Contractor, the decision of the City Manager shall be binding on the Contractor.

6.05. Upon completion of its investigation and the taking of corrective action as required by this Paragraph, the Contractor agrees to record the nature of the corrective action taken and the date and time of such action on the remaining two (2) copies of the service investigation form in its possession. The Contractor shall retain one (1) copy of the completed service investigation form and deliver the remaining one (1) copy to the Director or his or her designee.

7.0. Obligations of the City.

7.01. The City shall provide to the Contractor, on a quarterly basis, the number of Residential Units to be serviced within the City and the number of such Residential Units utilizing the large and small size Residential Refuse Containers, respectively. As additions or deletions are made to these numbers, the City shall, on a quarterly basis, notify the Contractor of the revised numbers.

7.02. [Reserved.]

7.03. The City shall be responsible for, and the Contractor shall bear no responsibility for, the assessment, billing, processing, and collection of all charges imposed by the City upon Residential Units for use of the System; provided, however, that the Contractor shall comply with a written request by the Director to deny service to a Residential Unit as a lawful means of collecting or attempting to collect delinquent charges owed by the owner or occupant of a Residential Unit to the City.

7.04. The City shall provide written notice to the Contractor of an election to suspend service made by an owner or occupant of a Residential Unit. The notice shall provide the address of the Residential Unit so electing, and shall provide the effective date or dates of the election. The Contractor shall not be entitled to any compensation hereunder with respect to a Residential Unit so electing for the period of time during which the service is suspended.

7.05. [Reserved.]

7.06. The City shall require its citizens to place Residential Refuse Containers and Recycling Containers at the front of the curb line of the Residential Structure in plain view of the roadways.

8.0. Compensation.

8.01. The City shall pay to the Contractor for the collection of Residential Refuse and Recyclables as provided herein, the sum of \$_____per Residential Unit per month for Residential Units utilizing the large size Residential Refuse Containers, and the sum of \$_____per Residential Unit per month for Residential Units utilizing the small size Residential Refuse Containers. The total number of Residential Units being serviced, and the proportion of Residential Units utilizing the large and small size Residential Refuse Containers, shall be determined by the City pursuant to

Section 7.01 hereof. Payments of said monthly installments shall be made on or before the thirtieth day of each month for services performed in the preceding month.

- 8.02. The Contractor shall be entitled to compensation for excess Residential Refuse collected by the Contractor pursuant to Section 4.02 at the rate of \$_____ per excess plastic bag of Residential Refuse.
- 8.03. [Reserved]. [Compensation for monthly Yard Waste, Bulk Waste, and municipal refuse collections, if those bid alternates are accepted by the City].
- 8.04. [Reserved]. [Standard fuel adjustment clause, if any, subject to the approval of the City].
- 8.05. Compensation set forth in this Paragraph 8 shall be the only compensation paid to the Contractor for services performed under this Contract.
- 9.0. Hold Harmless; Insurance; Performance Bond.
- 9.01. The Contractor agrees to defend, indemnify, and save harmless the City, and its departments, public officials and officers, agents, and employees from and against any and all loss, expense, damage, charge, and cost (including, without limitation, court costs and attorney fees), and injury to or death of persons, or injury to or destruction of property suffered or alleged to have been suffered, arising out of or in connection with any act or omission of the Contractor or any agent or employee of the Contractor in the course of the performance of the work provided in this Contract. The Contractor's duties and obligations under this Paragraph shall survive and continue after the expiration or termination of this Contract.
- 9.02. The Contractor shall secure and maintain, for the duration of the term of this Contract, workers' compensation insurance, and general liability insurance for bodily injury and property damage in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury, and not less than \$1,000,000 per occurrence for property damage. The City, its departments, public officials and officers, employees, and agents shall be additional named insureds on all such policies of insurance. The Contractor shall deliver said policies or certificates of insurance to the City. In the event the Contractor fails to secure and maintain insurance coverage as required by this Section, the City may, at its option, obtain such insurance and deduct the costs thereof from the amount due to the Contractor pursuant to Paragraph 8 of this Contract.
- 9.03. In order to guarantee the faithful performance of this Contract by the Contractor, the Contractor hereby agrees to post a performance bond acceptable to the City Manager, naming the City as beneficiary, in the amount of \$50,000.00.
- 10.0. Nonperformance.
- 10.01. In the event that the Contractor shall fail, neglect, or refuse to perform any or all of its

duties, obligations, or responsibilities under this Contract, the City may, after five (5) days written notice to the Contractor, perform such duties, obligations, or agreements, or have such duties, obligations, or agreements performed and charge all costs thereof to the Contractor, and the Contractor shall pay all of said costs to the City. The City may collect such costs in any manner authorized by law, or the City may deduct the costs from amounts due or to become due to the Contractor under this Contract.

11.0. Right of Termination; Notice.

11.01. The City and the Contractor shall have the right to terminate this Contract in the event of a material breach by the other party of any of the covenants, terms, or conditions of this Contract and such material breach or nonperformance continues for a period of thirty (30) days after written notice of such material breach or nonperformance is provided to the other party.

11.02. The City shall have the right to terminate this Contract upon fifteen (15) days written notice in the event that the Contractor ceases operation of its business by reason of insolvency, bankruptcy, or similar proceeding, whether voluntary or involuntary, or for any other reason.

11.03. In the event of a termination under Section 11.01 or 11.02 by the City, the Contractor shall be liable to the City for any damages the City sustains by virtue of Contractor's breach of this Contract and any reasonable costs the City might incur in enforcing or attempting to enforce this agreement, or in finding alternative methods for carrying out the purposes and covenants of this Contract. The City may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due (including court costs and attorney fees incurred by the City) by reason of the damages suffered by the City as a result of Contractor's breach of this Contract are determined in law or equity. It is expressly understood that Contractor shall remain liable to the City for any damages the City may sustain in excess of any set-off.

12.0. Assignment.

12.01. The Contractor agrees that it shall neither assign nor subcontract this Contract, or any part thereof, to any person, firm, or organization unless said assignment or subcontract is first approved in writing by the City. The Contractor agrees that such written approval may be granted or withheld in the sole discretion of the City.

12.02. The City may assign its duties and obligations under this Contract, in whole or in part, to another public entity, upon thirty (30) days written notice to the Contractor.

13.0. Term of Contract

13.01. The term of this Contract shall be five years commencing _____ through _____.

14.0. Miscellaneous Provisions.

- 14.01. The terms of this Contract may be modified, changed, or altered upon the mutual written agreement of the Contractor and the City. No such amendment shall be effective or binding unless it expressly makes reference to this Contract, is in writing, and is signed by the Contractor and duly authorized representatives of the City.
- 14.02. Neither the City nor the Contractor shall be considered or construed as the agent of the other, nor shall either party have the right to bind the other in any manner whatsoever, and this Contract shall not be construed as a contract of agency.
- 14.03. This Contract shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.
- 14.04. This Contract is made solely for the benefit of the Contractor and the City and the City's assigns, and no other person, partnership, organization, association, or corporation shall acquire or have any right under or by virtue of this Contract.
- 14.05. If any Paragraph, Section, clause, or provision of this Contract be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such Paragraph, Section, clause, or provision shall not affect the validity of any and all remaining Paragraphs, Sections, clauses, or provisions.
- 14.06. All notices, approvals, consents, requests, demands, or formal actions hereunder shall be in writing and mailed or delivered to the following addresses:

To the City:

To the Contractor:

Portland, Michigan _____

_____, Michigan _____

Attention: _____

Attention: _____

The City or the Contractor may by written notice to the other, designate any additional or different addresses to which subsequent notices, approvals, consents, requests, demands, or formal actions shall be sent.

- 14.07. This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representation, understandings, or agreements relating to the subject matter hereof.
- 14.08. Any failure to enforce any provision of this Contract or waiver by the City of any breach by the Contractor of any provision of this Contract shall not constitute a waiver of any other provision of this Contract or any subsequent breach by the

Contractor of any provision of this Contract.

14.09. It is expressly understood and agreed that Contractor is an independent contractor. The employees, servants, and agents of Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants, or agents of the City. Contractor's employees, servants, and agents shall not be entitled to any fringe benefits of the City such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity. Contractor shall be responsible for paying any salaries, wages, or other compensation due its employees for services performed pursuant to this Contract and for the withholding and payment of all applicable taxes, including but not limited to, income and social security taxes to the proper Federal, state, and local governments.

WITNESSED BY:

CITY OF PORTLAND

By: _____
James E. Barnes
Its: Mayor

By: _____
Nikki Miller
Its: City Clerk

WITNESSED BY:

[CONTRACTOR]

By: _____
Its: _____