# City of Owosso

## Request for Proposals (RFP)

City of Owosso Solid Waste and Recyclables Collection, Disposal and Processing

### RFP SCHEDULE OF ACTIVITIES

| | |
|---|---|
| RFP Released | **11/5/2026** |
| Deadline to Submit Questions to City of Owosso | **5:00 P.M. 11/23/2026** |
| Question and Answers Posted | **12/2/2026** |
| Proposals Due to the City of Owosso | **3:00 P.M. 12/15/2026** |
| Selection of Finalists | **12/22/2026** |
| Finalist Interviews/Presentations | **01/11/2027 thru 01/14/2027** |
| Final Selection | **02/01/2027 subject to council approval** |
| Contract Negotiations | **Begins after council bid award** |
| Implementation of New Contract | **No later than March 15, 2027 subject to council approving draft contract** |

**Terri Sinn, Bid Coordinator**

**301 W Main St**

**989-725-0550**

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# PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

City of Owosso is soliciting proposals from qualified environmental service providers interested in providing City of Owosso Solid Waste and Recyclables Collection, Disposal and Processing. City of Owosso's intent of this RFP is to select a contractor that can provide City of Owosso with the aforementioned services in a safe manner while increasing diversion, minimizing environmental impacts, maintaining a high level of customer service, bringing the best value.

This RFP process involves planning, soliciting, and evaluating proposals, and potentially selecting and negotiating with the selected contractor, and implementation of services at a determined date. If successful, contractor may be required to execute an Agreement with the City of Owosso.

## Program Goals and Objectives

City of Owosso has established the following goals for contracting with an environmental services provider that:

- Meets City of Owosso's needs and delivers high quality, consistent, and cost-effective services
- Minimizes environmental impacts associated with services
- Sets high performance standards for:
  - service quality, including safety
  - customer service
  - diversion from landfill disposal
  - innovation and technology
- Educates, communicates with, and involves the community

# RFP PROCESS

## RFP SCHEDULE DETAILS

Please refer to the RFP Schedule of Activities provided on Page 1 for dates and deadlines associated with this RFP.

### Questions to City of Owosso

Questions or comments regarding this RFP and the requested services will be accepted via email to **Terri Sinn, Bid Coordinator, tlsinn@ci.owosso.mi.us** until **5:00 P.M.** on **11/23/2026**.

Responses to Questions will be provided via an Addendum emailed to no later than close of business on **12/2/2026**.

### Proposals Due to City of Owosso

Printed proposals will be accepted by City of Owosso in sealed boxes via hand delivery or courier delivery at **ATTN: Bid Coordinator**, **301 W Main St. Owosso, MI 48867**, until **3:00 P.M.** on **12/15/2026**. In order to be considered for selection, responses must be received by City of Owosso Bid Coordinator on or before the date and time specified. Proposals received after the stated time shall not be considered.

### Proposal Evaluation

It is the intent of City of Owosso to conduct a fair and comprehensive evaluation of all proposals received. Proposals will be evaluated for their overall responsiveness to the requirements and evaluation criteria of this RFP, as listed in the Proposal Evaluation section later in this document. Responding proposers will be notified in writing of their score within 30 days of the due date of this RFP response.

### Finalist Interviews/Presentations

City of Owosso may conduct interviews of proposers it deems as finalists. Proposer representatives must be available for interviews and/or presentations with dates and times to be determined at a later date.

## SUBMISSION FORMAT

**Proposers shall submit three (3) printed copies of their proposal, each in a three-ring binder, as well as a thumb drive with an electronic copy of the proposal, and place them in a sealed envelope that displays the proposer's firm name in addition to: "Responding to Request for Proposals (RFP) City of Owosso Solid Waste and Recyclables Collection, Disposal and Processing.**

# SCOPE OF SERVICES

The following Scope of Services establishes the minimum service requirements for this RFP and will be incorporated into the contract executed with the successful proposer. Proposers should review the attachment referenced below, which is part of this Scope of Services:

**Attachment 1** – Schedule of Liquidated Damages

# SECTION A. BACKGROUND AND DEFINITIONS

## 1. Background

The City of Owosso is responsible for management and oversight of Solid Waste generated within the City. The information presented in this section and related Attachments are for informational purposes only. Each Proposer should take whatever steps it believes are necessary to determine the actual service requirements of the City and understand service conditions when preparing a proposal.

The City of Owosso is a community of about 14,700 residents, and is located in Shiawassee County, Michigan.

At this time, the City estimates the number of residential single-family units, multi-family units and/or condominiums receiving cart-based service is 6,000.

At this time, the City estimates the number of public facilities and other designated locations receiving commercial front load MSW service is six (6), as shown in Table 1. These City facility dumpster services, and the Downtown Owosso (DDA) trash receptacle services shown in Table 2, are currently provided under separate City agreements that expire June 30, 2028, and will transfer to the Contractor on July 1, 2028 (see Section 3.7).

At this time, the City estimates the number of public facilities and other designated locations receiving commercial front load comingled recyclables or Cardboard (OCC) Only waste service is zero (0); the City does not currently have any recycling dumpsters.

Kelly's, Specialty, Jentech, Granger, GFL, Waste Management and Republic currently provide residential and commercial solid waste collection services in the City of Owosso on a subscription basis. The City of Owosso has never had a curbside recycling program or any recycling tracking program; as a result, no historical recycling tonnage data is available. This contract will establish the City's first curbside recycling program.

The Contractor shall be the City of Owosso's exclusive city-wide hauler to provide weekly residential solid waste and bulk waste and bi-weekly (every other week) comingled recyclables collection, transportation and disposal/processing services as well as provide a range of commercial front load dumpster services at public facilities and other designated locations.

The Contract term shall begin on the service implementation date established in the RFP Schedule of Activities and end June 30, 2030, aligning the Contract with the City's July 1 – June 30 fiscal year.

As part of these arrangements, the selected Contractor shall invoice the City monthly for all residential bi-weekly comingled recyclables waste collection, transportation and processing and front load MSW or comingled recyclables waste commercial dumpster services for City facilities or other locations.

The Contractor shall enroll all weekly residential solid waste and bulk waste customers for collection, transportation and disposal and bill them directly on a quarterly basis consistent with the rates set forth pursuant to this solicitation.

The goal of this contract is to make hauling services as convenient, safe, efficient and cost effective as possible to the City and residents while promoting accountability, transparency, and consistency through competitive solicitation and equitably negotiated fees.

## 2. Definitions

**Contract Administrator** shall mean City Manager or designee.

**Bulk or Bulk Waste** shall include oversize household goods, such as, but not limited to, discarded furniture, mattresses, box springs, storm doors, windows, metal furniture, toilets, bathtubs, sinks, carpets and pads, stoves, washers, dryers, refrigerators (certified Freon-free), air conditioners (certified Freon-

free), and other similar household items and appliances that can be reasonably loaded by hand into a collection vehicle by the hauler without assistance.

**Cart, Curb Cart, or Bin** means a container that is approved by the Administrator and is required by the city to be used and has been provided to residential locations which is equipped with wheels to allow it to be easily rolled to the curb, is secure and used for collection of refuse and/or recyclables and is able to be mechanically lifted and emptied into a collection truck.

**Collection Day** means established days of collection as designated by the City.

**Construction and Demolition Waste or C&D** means nonhazardous waste such as, but not limited to; building material, packaging, and rubble that results from construction, remodeling, repair, and demolition operations on houses, commercial or industrial buildings, and other structures.

**Contractor** means person, company, firm, or organization other than the city authorized to provide exclusive residential pickup and disposal/processing services under contract with the city.

**Curbside Recycling Program** means the city program to collect recyclables from households in the city on a bi-weekly (every other week) basis.

**Fee Schedule** shall mean a city-negotiated uniform schedule of charges assessed for services to all customers.

**Garbage** means rejected food wastes, including waste accumulation of animal, fruit or vegetable matter used or intended for food or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruits or vegetables, and all other putrescible wastes, excluding grass.

**Hazardous Waste** means:

1) Any material or substance which, by reason of its composition or characteristics, is:

    a. Toxic or hazardous waste as defined in either the Municipal solid waste, bulk waste, Disposal Act, 42 USC 6901 et seq., or section 6(e) of the Toxic Substances Control Act, 15 USC 2605(e), or any laws of similar purposes or effect, and any rules, regulations or policies promulgated thereunder; or

    b. Any laws of similar purpose or effect, and any rules, regulations or policies promulgated thereunder; or Special nuclear or byproducts materials within the meaning of the Atomic Energy Act of 1954; any waste managed or referenced as toxic or hazardous under Act 451; any other materials which the state department of natural resources or any governmental agency or unit having appropriate jurisdiction shall determine from time to time is ineligible for disposal in the landfill, whether by reasons of being harmful, toxic or dangerous or otherwise.

**MSW or Municipal Solid Waste** means garbage, refuse and rubbish, discarded by residents. It does not include hazardous waste or other prohibited materials as defined in rules promulgated by the Administrator. Municipal solid waste includes construction and demolition waste only in quantities able to be disposed of in containers provided for removal by the city, contractor, hauler or franchisee.

**Owner or Property Owner** means the person whose name is on file with the city assessor for taxation purposes.

**Prohibited Materials** means all items which may damage equipment or pose a safety threat to collectors or the environment, or items defined as prohibited in the municipal solid waste rules or regulations promulgated by the Administrator. These materials will not be collected by the city, contractor, hauler or franchisee.

**Recyclable Waste** means waste matter which is approved and collected in the city curbside recycling program, as designated by the Administrator.

**Refuse** means all non-putrescible wastes, excluding recyclable waste. It does not include hazardous material or other prohibited materials.

**Rubbish** means miscellaneous nonputrescible waste material resulting from housekeeping, including paper, cardboard, metal containers, crockery, plastic, rubber, building materials, and bulk items. It does not include hazardous waste or other prohibited materials.

# SECTION B. GENERAL OVERVIEW OF SERVICES

## 3. General Collection, Transportation and Disposal/Processing Services

Contractor shall provide all vehicles, materials, carts, labor, water, tools, equipment, light, power, fuel, transportation, licensure, environmental compliance, maintenance and other facilities necessary to perform residential collection services and commercial front load dumpster services at public facilities and other designated locations.

3.1. **Weekly Residential Solid Waste and Bulk Waste Services.** Contractor shall provide each residential unit with services for collection, transportation and disposal of residential solid waste and bulk waste. Contractor shall provide a City-approved 90+ gallon cart for the collection of MSW that is labeled “TRASH” and readily identifiable from other carts. Contractor shall provide automated weekly curbside pickup, transportation, and disposal of MSW at all residential properties, including multi-family units and condominiums, from City-approved carts, in coordination with other services in the service area at locations designated by the City. Contractor shall provide weekly curbside pickup, transportation, and disposal of allowable bulk items placed outside of the cart, at all residential properties, including multi-family units and condominiums, in coordination with other services in the service area. Any additional or excess bagged municipal solid waste placed outside of the cart, weighing less than 50 pounds, shall also be collected by the collections driver by exiting the vehicle, loading the material into the cart, and servicing the cart again or by other City-approved means. Contractor shall enroll all residential MSW and bulk waste customers for collection, transportation and disposal and bill them directly on a quarterly basis consistent with the rates set forth pursuant to this solicitation.

3.2. **Bi-Weekly Residential Comingled Recyclable Waste Services.** Contractor shall provide each residential unit with services for bi-weekly (every other week) collection, transportation and processing of residential comingled recyclables waste. Contractor shall provide a City-approved 90+ gallon cart for the collection of residential comingled recyclables waste that is labeled “RECYCLING” and readily identifiable from other carts. Contractor shall provide automated curbside pickup, transportation, and processing of residential comingled recyclables waste at all residential properties, including multi-family units and condominiums, from City-approved carts, in coordination with other services in the service area at locations designated by the City. Contractor shall bill the City monthly for all residential comingled recyclables waste collection, transportation and processing and front load commercial dumpster services for City facilities or other designated locations.

3.3. **Front Load Commercial MSW Dumpster Services for Public Facilities and other Designated Locations.** Contractor shall provide each public facility or other designated location services for front load commercial collection, transportation and disposal of MSW. Contractor shall provide a range of commercial front load dumpster sizes with optional wheels, labeled “TRASH” and readily identifiable from other dumpsters. Contractor shall provide automated pickup, transportation, and disposal of MSW at all locations, on frequencies defined by the City, in coordination with other services in the service area at locations designated by the City, if possible. Contractor shall bill the City monthly for all front load commercial MSW dumpster services for City facilities or other designated locations.

3.4. **Front Load Commercial Comingled Recyclables Waste Dumpster Services for Public Facilities and other Designated Locations.** Contractor shall provide each public facility or other designated location services for front load commercial collection, transportation and processing of comingled recyclables waste. Contractor shall provide a range of commercial front load dumpster sizes with optional wheels, labeled "RECYCLING" and readily identifiable from other dumpsters. Contractor shall provide automated pickup, transportation, and processing of comingled recyclables waste at all locations, on frequencies defined by the City, in coordination with other services in the service area at locations designated by the City, if possible. Contractor shall bill the City monthly for all front load commercial comingled recyclables waste dumpster services for City facilities or other designated locations.

3.5. **City Facility Dumpster Locations.** Contractor shall provide and service front load MSW dumpsters at the City facilities, in the sizes and at the frequencies shown in Table 1.

**Table 1 – City Facility Dumpsters (Load-All Pickup)**

| Item | Description | Qty | Unit |
|---|---|---|---|
| 1 | Six (6) yard load-all container with lid to be placed at the Public Safety Building and emptied once weekly. | 1 | EA |
| 2 | Six (6) yard load-all container with lid to be placed at the Public Works Garage and emptied twice weekly after 7:00 AM. | 2 | EA |
| 3 | Four (4) yard load-all container with lid to be placed at the Wastewater Plant and emptied twice weekly after 7:00 AM. | 1 | EA |
| 4 | Four (4) yard load-all container with lid to be placed at the Filtration Plant and emptied once every two (2) weeks. | 1 | EA |
| 5 | Four (4) yard load-all container with locking lid to be placed at the Soccer Fields and emptied once weekly during April, May and June. | 1 | EA |
| 6 | Four (4) yard load-all container with locking lid to be placed at the Oakwood Ball Park and emptied once weekly May through August. | 1 | EA |

3.6. **Downtown Owosso (DDA) Trash Receptacle Services.** Contractor shall empty approximately 30 trash receptacles located throughout Downtown Owosso twice weekly, as shown in Table 2. Receptacle locations are subject to change; an updated map will be provided pending any location changes. Contractor shall invoice the City monthly for these services.

**Table 2 – Downtown Owosso (DDA) Trash Receptacles**

| Item | Description | Qty | Unit |
|---|---|---|---|
| 1 | Empty trash receptacles in Downtown Owosso twice a week. | 30 | EA |

3.7. **Commencement of City Facility and DDA Services.** The services described in Sections 3.5 and 3.6 (Tables 1 and 2) are currently provided under separate City agreements that expire June 30, 2028. Contractor shall begin these services on July 1, 2028 and continue them through the remainder of the Contract term. Contractor shall coordinate with the Contract Administrator prior to July 1, 2028 to place containers and begin service without interruption. Prior to July 1, 2028, Contractor shall not provide, and shall not invoice the City for, these services.

## 4. General Standards for Collection Services

The Contractor shall be responsible for all equipment and personnel related to the services rendered as part of this program.

4.1. **Time of Collection Services.** The current residential collection schedule is Monday through Friday, a five day-a-week schedule with all specified services performed on the same day. Contractor shall adhere to established days of collection as designated by the City. Collection of residential materials shall commence no earlier than 7:00 a.m. and terminate no later than 5:00 p.m. year-around, excluding City Holidays on which collection services are not performed in which case collection services occur the following day, including Saturday. City Holidays, in which regularly scheduled collection services shall be delayed until the following day include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

4.2. **Collection Vehicles and Equipment.** Contractor collection vehicles and equipment shall be of sufficient quantity and ability to service all residential carts, dumpsters and/or bulk waste including those on dead end streets, narrow streets, cul-de-sacs, alleys or dirt roads in compliance with all applicable laws, good industry standards, and in a condition satisfactory to the City. Throughout the Contract term, all Contractor collection vehicles and equipment shall have a high standard of aesthetics as to represent and maintain a like-new visual appearance to positively reflect the Contractor and the City. All vehicles shall be marked in a clearly identifiable manner including the contractor's name and telephone number. All collection vehicles and equipment shall be continuously maintained in a clean and sanitary manner when performing services in the City. All Contractor collection vehicles and equipment shall operate properly and be maintained in a condition compliant with all applicable laws, safety standards, good industry standards, and be in a condition satisfactory to the City. All collection vehicles will be equipped with variable tone or proximity-activated reverse movement back-up alarms.

**Vehicle Leakage, Spillage and/or Liquid Discharge Prohibited.** Contractor shall maintain all collection vehicles and equipment to ensure that no liquid waste (e.g. leachate) or mechanical fluids (e.g. oils, hydraulic fluids, lubricants) or other waste materials are spilled, leaked, blown or otherwise discharged to residential properties, public streets or roads, catch basins, waterways or other surfaces that may come in contact with Contractor collection vehicles or equipment. Contractor shall clean up any spillage, leakage, blowing materials or other discharges that are the results of staff or employee negligence meeting the requirements of the Contract.

4.3. **Management, Supervision and Labor.** All persons employed by the Contractor shall be competent, skilled and qualified (if applicable, appropriately licensed) to perform the work to which they are assigned with adequate equipment and resources to ensure all services are completed in a safe and efficient manner. Contractor shall use its best efforts to assure that all employees maintain a professional appearance and conduct themselves in a courteous and respectful manner in and to the public. Contractor shall take necessary steps to train its employees in customer courtesy and the requirements of the Contract related to the work each employee performs and shall prohibit the use of loud, explicit, profane or otherwise unbecoming language when interacting in and to the public. When providing services, Contractor employees shall be readily identifiable in Contractor approved high visibility (hi-vis) personal protective equipment (PPE) when performing services. Adequate supervision, available by radio or telephone, meeting the requirements of the Contract shall be provided by the Contractor over employees and subcontractors while they are providing services within the City.

Contractor shall designate a contract manager to supervise all services to be performed under this Contract. Contractor shall designate a field supervisor, equipped with internet and telephone connectivity and productivity, to be on duty and responsible for all services to be performed under this Contract. The field supervisor shall be experienced in the management and operations of municipal solid waste, bulk waste, and recyclables waste collections and disposal/processing

systems and shall be familiar with all the services and requirements of the Contractor as set forth in this Contract. The field supervisor shall contact the Contract Administrator, as appropriate, to ensure that all services are provided as scheduled, required and that any customer service concerns are resolved in a safe, professional and expedient manner.

4.4. **Customer Service.** Contractor shall designate a "Customer Service Department" to provide professional services for the receipt of local or toll-free telephone and web-based submissions of customer communications and/or complaints. The City shall direct all customer calls including information requests, general questions, or services requests and/or complaints to this department which shall be open and available for calls or web-based submissions of customer communications Monday through Friday of each week from no later than 8:00 a.m. until at least 5:00 p.m. local time, excluding holidays. All customer communications shall be handled in a prompt and professional manner, with customer service complaints and/or service requests being dispatched to the field supervisor in real-time for resolution on the collection day as such customer communications and/or complaints are received by Contractor. Contractor shall maintain a log of all communications and/or complaints received, the nature of the communications and/or complaints, the resolution of the communications and/or complaints and time to resolution. The Contractor shall provide such information to the City as part of Customer Service and Reporting Requirements.

**Same Day Customer Service Resolution Requirement.** Contractor shall receive, log, dispatch and resolve all customer communications and/or complaints received by 1:00 p.m. on the same day the communications and/or complaints are received. For example, if a customer submits a communication of missed municipal solid waste or "trash service" at 12:45 p.m. on Tuesday, Contractor shall service the residential property for "trash service" by 5:00 p.m. on Tuesday. Any customer communications and/or complaints received after 1:00 p.m. shall be served no later than 1:00 p.m. on the next scheduled service day. For example, if a customer submits a communication of missed "recycling" service at 1:45 p.m. on Wednesday, Contractor shall service the residential property for "recycling" service by 1:00 p.m. on Thursday. This requirement shall not include, and specifically excludes, cart deliveries, repairs, and/or exchanges or replacements which are required within 72 hours of notification by the City or property owner or occupant.

4.5. **Contractor Provided Carts.** Contractor shall provide all residential properties with one (1) standardized City approved cart for each City specified service (e.g. municipal solid waste "TRASH" and recyclables waste "RECYCLING"). All carts shall be 90+ gallons in size, made from durable materials designed for automated side-load service (ASL), and equipped with wheels, tipper bars, handles and hinged lids. All carts shall be easily differentiated from each other by body color or lid color and appropriately labeled. Upon the request of residential property owners or occupants, the Contractor shall swap 90+ gallon carts for City approved 60+ gallon carts by the same manufacturer, model, specifications and differentiated color combination at no expense or change in Contractor compensation.

Contractor shall be responsible for the maintenance, repair and/or replacement of all carts during the term of the Contract from incidental use by the Contractor, property owner or occupant within 72 hours of notice by the City or residential property owners or occupants at no additional cost to the City or residential property owners or occupants. This includes but is not limited to the maintenance and/or repair of wheels, tipper bars, handles or lids from incidental property owner or occupant use. If cart bodies are cracked or otherwise unable to maintain a water-tight state, the carts shall be replaced by the Contractor at no additional cost to the City or residential property owners or occupants.

## 5. Reporting

Contractor shall provide comprehensive monthly and annual reports to the City. Reports, supplied to the City in an electronic format, concurrent with invoicing, shall include the following, at minimum:

5.1. **Tonnage.** Total residential and commercial tonnage of the following materials:

5.1.1. MSW

5.1.2. Bulk Waste

5.1.3. Recyclables Waste

5.2. **Tags or Stickers Issued for Improperly Set-Out Materials**

5.2.1. Addresses and reasons for materials set outs being unable to be completed.

5.3. **Spills or Discharges**

5.3.1. Addresses or locations, nature of spill or discharge, actions taken to mitigate and clean up any types of any spills or discharges, time to spill or discharge resolution.

5.4. **Carts**

5.4.1. Addresses and nature of maintenance, repair and/or replacement of carts.

5.4.2. Addresses of any property where additional carts were purchased and delivered.

5.5. **Customer Service**

5.5.1. Addresses, nature of customer calls and/or complaints by issue category (i.e. general questions, billing questions, missed pick-ups, etc.), actions to resolve the calls and/or complaints, time to complaint resolutions.

5.6. **Vehicular Accidents and/or Property Damage**

5.6.1. Addresses or locations, nature of any vehicular accidents and/or property damage, actions taken and resolution to address events.

5.7. **Fleet Schedule**

5.7.1. Make, model, year and assigned identifying number of all contractor collection vehicles and any other vehicles and/or equipment to be used by the Contractor's personnel in performing services.

# SECTION C. DETAILED SPECIFICATIONS

## 6. Collection Specifications

Contractor shall provide all vehicles, materials, carts, labor, water, tools, equipment, light, power, licensure, fuel, transportation, maintenance and other facilities necessary to perform residential and commercial front load dumpster collection services specified by the City herein.

Weekly City-specified residential collection services shall be performed in the following manner:

6.1. **Collection Days & Schedule.** The current residential collection schedule is Monday through Friday, a five day-a-week schedule with all specified services performed on the same day. Contractor shall adhere to established days of collection as designated by the City. Requested changes to collection days shall be submitted in writing at least sixty (60) days in advance to the Administrator. Contractor shall obtain final approval, in writing, for proposed collection day changes from the Administrator or designee, which shall not be unreasonably denied, except that all collections, transportation and disposal/processing of municipal solid waste, bulk waste, and recyclables waste from residential properties shall be performed on the same day. Contractor shall provide notice, the content of which is approved by the Administrator or designee, to the affected properties at no expense to the City at least fourteen (14) days in advance of the proposed change.

6.1.1. **Collection Hours.** Collection of residential materials shall commence no earlier than 7:00 a.m. and terminate no later than 5:00 p.m. year-around, excluding City Holidays on which collection services are not performed in which case collection services occur the following day, including Saturday. For example, if a holiday occurs on a Wednesday and no collection services are performed that day, Wednesday collection will occur the following Thursday, Thursday collection on Friday, and Friday collection on Saturday so that a 5-day collection cycle is achieved.

a) **City Holidays.** City Holidays in which regularly scheduled collection services shall be delayed until the following day include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

b) **Side-Door or Porch Pickup Services.** Contractor shall provide side-door or porch pickup to elderly and mobility-limited residents on an as-requested basis, upon request made by the customer to the Contractor. For regular collection services at such properties, the Contractor's driver(s) shall exit their vehicle, retrieve the cart(s) from the side door, porch, outside of the garage or other accessible location designated by the customer, take the cart(s) to the collection vehicle, empty the cart(s) and return them to the location from which they were removed. The Contractor's driver(s) shall follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining properties. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings.

c) **Delays in Collection Services.** All collection services shall be performed regardless of weather conditions or difficulty of collection. Only extreme weather events or extraordinary circumstances may be considered for delays in service. Contractor shall obtain approval, in writing, prior to delays in collection services.

d) **Neighborhood Impact.** All collection services shall take place with as little disturbance as possible. Except in the case of bulk collections or other extenuating circumstances, Contractor shall leave carts in an upright position at the same point from which its contents were collected, without obstructing alleys, driveways, mailboxes, or roadways.

6.2. **Basic Residential Collection Services.**

6.2.1. **Municipal Solid Waste Collection.** Contractor shall collect bagged municipal solid waste placed in Contractor provided carts at the curb or easement on a weekly basis in coordination with other collection services in the service area as prepared by residential property owners or occupants. Contractor shall not be required to collect the contents of any Cart or container other than those provided by the Contractor. Any additional or excess bagged municipal solid waste placed outside of the carts, weighing less than 50 pounds, shall also be collected by the collections driver by exiting the vehicle, loading the material into the cart, and servicing the cart again or other City-approved means.

6.2.2. **Bulk Waste Collection.** Contractor shall collect one qualifying bulk waste item placed at the curb or easement on a weekly basis in coordination with other collection services in the service area as prepared by residential property owners or occupants. Contractor shall deposit bulky waste in the same collection vehicle as municipal solid waste or in a separate designated collection vehicle for bulky materials. Bulk or bulk waste shall include oversize household goods, such as, but not limited to, discarded furniture, mattresses, box springs, storm doors, windows, metal furniture, toilets, bathtubs, sinks, carpets and pads, stoves, washers, dryers, and other similar non-freon containing

household items and appliances, under 50 pounds, that can be reasonably loaded by hand into a collection vehicle by the collections driver without assistance.

a) This Section, Basic Services, Bulk Waste Collection, shall not include, and specifically excludes items resulting from extensive construction projects or remodeling projects, move-outs or eviction-related set-outs.

6.2.3. **Bi-Weekly Comingled Recyclables Waste Collection.** Contractor shall collect loose comingled recyclables waste placed in Contractor provided carts at the curb or easement on a bi-weekly (every other week) basis in coordination with other collection services in the service area. Contractor shall not be required to collect the contents of any Cart or container other than those provided by the Contractor. Contractor shall not be required to collect the contents of any Cart that the Collection driver has observed as obviously heavily contaminated with unacceptable or prohibited materials. Any additional or excess recyclables waste placed outside of the carts, such as empty cardboard boxes, weighing less than 50 pounds, shall also be collected by the collections driver by exiting the vehicle, loading the material into the cart, and servicing the cart again or other City-approved means.

6.2.4. **Improperly Set-Out Materials.** Contractor shall not be required to collect improperly set-out materials and shall affix a City-approved tag or sticker to non-conforming containers, loose materials or other materials set-outs that do not conform to rules promulgated by the City as part of these services. The City-approved tag or sticker shall inform the property owner or occupant the reason services could not be completed and Contractor's customer service information. Contractor shall record the addresses and reason for materials set outs being unable to be completed and provide this information to the City as part of Customer Service and Reporting Requirements.

6.3. **Basic Commercial Front Load Dumpster Services.**

6.3.1. **Municipal Solid Waste Collection.** Contractor shall collect bagged municipal solid waste placed in Contractor provided dumpsters on a weekly basis, or other service intervals as defined by the City. Any additional or excess bagged municipal solid waste placed outside of the dumpster, weighing less than 50 pounds, shall also be collected by the collections driver by exiting the vehicle, loading the material into the dumpster, and servicing the dumpster again or other City-approved means.

6.3.2. **Comingled Recyclables Waste Collection.** Contractor shall collect loose comingled recyclables waste placed in Contractor provided dumpsters on a weekly basis, or other service intervals as defined by the City. Any additional or excess loose comingled recyclables waste, such as cardboard boxes, placed outside of the dumpster, weighing less than 50 pounds, shall also be collected by the collections driver by exiting the vehicle, loading the material into the dumpster, and servicing the dumpster again or other City-approved means.

6.4. **Materials Disposal/Processing Services.**

6.4.1. **Municipal Solid Waste & Bulk Waste Disposal Services.** Contractor shall arrange for the lawful transfer and/or disposal of all municipal solid waste, as defined in Program Definitions, and collected as part of this Contract to an appropriately licensed and registered transfer station or landfill operating in compliance with all applicable local, state, and/or federal laws, ordinances and/or regulations.

6.4.2. **Comingled Recyclables Waste Processing and Disposal Services.** Contractor shall arrange for the lawful delivery or transfer of all commingled recyclables waste collected as part of this Contract to an appropriately licensed and registered materials recovery

facility (MRF) or materials management facility (MMF) operating in compliance with all applicable local, state, and/or federal laws, ordinances and/or regulations. The Contractor shall ensure and warrant that any non-recyclable material is transferred and/or disposed at an appropriately licensed and registered transfer station or landfill operating in compliance with all applicable local, state, and/or federal laws, ordinances and/or regulations.

a) Materials recovery facilities (MRF) or materials management facilities (MMF) receiving recyclables material from the City shall accept and process, at minimum, the following materials for reuse into other tangible products:

(i) Fiber (Paper Products) – uncoated white office paper, printing and writing paper, colored paper, newspaper, magazines, phonebooks, junk mail, paperboard, tissue boxes/rolls, paper towel and toilet paper rolls, OCC (cardboard), brown or kraft paper, paper boxes/cartons, clean pizza boxes.

(ii) Plastics – Plastic bottles, jugs, jars and containers labeled PET (#1), HDPE (#2), PP (#5).

(iii) Aluminum, Tin and/or Steel beverage and product containers.

(iv) Glass bottles and empty jars of any color.

6.5. **Collection Vehicles and Equipment.** Without limiting any requirements or obligations of the Contractor, the Contractor shall meet or exceed the following standards with respect to collection vehicles used to perform residential collection services in the City.

6.5.1. **Ability to Provide Services.** Contractor collection vehicles and equipment shall be of sufficient quantity and ability to service all residential carts and/or bulk waste including those on dead end streets, narrow streets, cul-de-sacs, alleys or dirt roads in compliance with all applicable laws, good industry standards, and in a condition satisfactory to the City.

6.5.2. **Containment of Materials.** All materials collected by the Contractor in collection vehicles or equipment shall always be contained in the vehicle or equipment, except when materials are being loaded or unloaded. The Contractor shall sufficiently maintain and clear hoppers and maintain all vehicles and equipment to prevent the blowing or spillage of materials.

6.5.3. **Collection Vehicle and Equipment Storage.** Contractor shall arrange to store all vehicles and equipment in a safe and secure location(s), where applicable in accordance with all laws and/or ordinances.

6.5.4. **Vehicle Leakage, Spillage and/or Liquid Discharge Prohibited.** Contractor shall maintain all collection vehicles and equipment to ensure that no liquid waste (e.g. leachate) or mechanical fluids (e.g. oils, hydraulic fluids, lubricants) or other materials are discharged to residential properties, public streets or roads, catch basins, waterways or other surfaces that may come in contact with Contractor collection vehicles or equipment.

6.5.5. **Spill Kits Required.** All Contractor vehicles operating in the City shall be equipped with a spill kit of sufficient size and contents to contain a spill of appropriate nature and volume relative to the collection vehicle and/or equipment's largest waste material, lubricating, hydraulic, fuel or other liquid producing tank or containment system.

6.5.6. **Spill or Discharge Response.** Any spillage or discharge of liquids or materials shall be cleaned up, remediated and/or removed in an environmentally appropriate method by the Contractor at its sole expense within three (3) hours of being noticed by Contractor's staff, the City, residential customers, or other methods. Contractor shall immediately

notify the City when any spills or discharges occur. Contractor shall keep accurate records and report all spills or discharges to the City as requested or included in Customer Service and Reporting Requirements.

6.5.7. **Contractor Acknowledgement.** The Contractor expressly acknowledges that it is solely responsible for any violations of applicable laws or rules that may result from said spillage or discharge of materials.

6.5.8. **Collection Vehicle and Equipment Visual Appearance/Maintenance.** Throughout the Contract term, all Contractor collection vehicles and equipment shall have a high standard of aesthetics as to represent and maintain a high-level of visual appearance to positively reflect the Contractor and the City. All collection vehicles and equipment shall be continuously maintained in a clean and sanitary manner when performing services in the City.

a) All Contractor collection vehicles and equipment shall be readily identifiable with high-quality branding and contact information (e.g. company logo and telephone number), appropriate safety markings and all legally required lighting.

6.5.9. All Contractor collection vehicles and equipment shall operate properly and be maintained in a condition compliant with all applicable laws, safety standards, industry best practices, and be in a condition satisfactory to the City. All collection vehicles will be equipped with variable tone or proximity-activated reverse movement back-up alarms.

6.5.10. Any vehicles not meeting these standards shall not be used within the City until repairs are made.

a) **City's Right to Inspect.** The City shall have the right to inspect the Contractor's collection vehicles, equipment and their contents at any time while operating in the City.

6.6. **Carts.** Contractor shall provide all residential properties with one (1) standardized City approved cart for each City specified service (e.g. municipal solid waste and recyclables waste), with the exception of bulk waste.

6.6.1. **Cart Specifications/Standards.** All municipal solid waste and recyclables waste carts shall be 90+ gallons in size, made from durable materials designed for automated side-load service (ASL), and equipped with wheels, tipper bars, handles and hinged lids. All carts shall be easily differentiated from each other by body color, lid color, or a combination of body and lid colors and clearly labeled "Trash" or "Recycling" on each respective cart.

a) Upon the request of residential property owners or occupants, the Contractor shall swap 90+ gallon carts for City approved 60+ gallon carts by the same manufacturer, model, specifications and differentiated color combination at no expense or change in Contractor compensation.

6.6.2. **Cart Maintenance, Repair or Replacement from Incidental Use.** The Contractor shall be responsible for the maintenance, repair and/or replacement of all carts during the term of the Contract from incidental use by the Contractor, property owner or occupant within 72 hours of notice by the City or residential property owners or occupants at no additional cost to the City or residential property owners or occupants. This includes but is not limited to the maintenance and/or repair of wheels, tipper bars, handles or lids from incidental property owner or occupant use. In the event that cart bodies are cracked or otherwise unable to maintain a water-tight state, the carts shall be replaced by the Contractor at no additional cost to the City or residential property owners or occupants.

6.6.3. **Cart Maintenance, Repair or Replacement from Non-Incidental Use or Theft.** The Contractor shall also be responsible for the maintenance, repair and/or replacement of all carts from non-incidental use by the property owner or occupant within 72 hours of notice by the City or residential property owners or occupants. In the event carts are damaged or required to be replaced from non-incidental use or theft, the Contractor may charge the property owner or occupant a standardized fee for such services not to exceed $50 for maintenance or repairs and not to exceed $100 per cart for replacement.

a) Contractor shall record the addresses and nature of cart maintenance, repair or replacement and provide this information to the City as part of Customer Service and Reporting Requirements.

6.6.4. **Ownership of Carts.** During the term of the Contract, the Contractor shall own the carts. At the conclusion of the Contract, the City, in its sole discretion, shall have the option to own the carts at no additional cost to the City or residential property owners or occupants.

6.6.5. **Residential Properties with Multiple Carts.** Residential property owners or occupants may request additional carts from the Contractor. Individual residential property owners or occupants shall be invoiced on a quarterly basis, concurrent with any other Contractor invoices for any additional services provided to the residential property owners or occupants commensurate with the request of additional carts as detailed in the Pricing Proposal. For example, if a residential property owner or occupant requests an additional municipal solid waste or “trash” cart, the Contractor shall bill the property an additional quarterly municipal solid waste service fee for the services provided. Likewise, if a residential property owner or occupant requests an additional recyclables waste “recycle” cart, the Contractor shall bill the property an additional quarterly service fee for the appropriate services provided.

6.6.6. **Cart Parts, Inventory and Storage.** Contractor shall purchase and maintain sufficient quantities of each cart type and OEM (original equipment manufacturer) parts in an inventory of sufficient numbers for Contractor to perform deliveries, repairs, and/or exchanges or replacements within 72 hours of notification by the City or property owner or occupant.

6.7. **Customer Service and Reporting Requirements.**

6.7.1. **Contract Manager & Field Supervisor.** The Contractor shall designate a contract manager to supervise all services to be performed under this Contract. The contract manager shall have substantial experience in the management and operations of municipal solid waste, bulk waste, and recyclables waste collections and disposal/processing systems for similar sized municipalities. The Contractor shall designate a field supervisor, equipped with internet and telephone connectivity and productivity, to be on duty and responsible at all times for all services to be performed under this Contract. The field supervisor shall be experienced in the management and operations of municipal solid waste, bulk waste, and recyclables waste collections and disposal/processing systems and shall be familiar with all of the services and requirements of the Contractor as set forth in this Contract. The field supervisor shall make contact with the City Administrator, as appropriate, to ensure that all services are provided as scheduled, required and that any customer service concerns are resolved in a safe, professional and expedient manner.

6.7.2. **Customer Calls and/or Complaints.** Contractor shall designate a “Customer Service Department” to provide professional services for the receipt of local or toll-free telephone and web-based submissions of customer communications and/or complaints. The City

shall direct all customer calls including information requests, general questions, or services requests and/or complaints to this department which shall be open and available for calls or web-based submissions of customer communications Monday through Friday of each week from no later than 8:00 a.m. until at least 5:00 p.m. local time, excluding holidays. All customer communications shall be handled in a prompt and professional manner, with customer service complaints and/or service requests being dispatched to the field supervisor in real-time for resolution on the collection day as such customer communications and/or complaints are received by Contractor. Contractor shall maintain a log of all communications and/or complaints received, the nature of the communications and/or complaints, the resolution of the communications and/or complaints and time to resolution. The Contractor shall provide such information to the City as part of Customer Service and Reporting Requirements.

6.7.3. **Same Day Customer Service Resolution Requirement.** The Contractor shall receive, log, dispatch and resolve all customer communications and/or complaints received by 1:00 p.m. on the same day the communications and/or complaints are received. For example, if a customer submits a communication of missed municipal solid waste or "trash service" at 12:45 p.m. on Tuesday, Contractor shall service the residential property for "trash service" by 5:00 p.m. on Tuesday. Any customer communications and/or complaints received after 1:00 p.m. shall be served no later than 1:00 p.m. on the next scheduled service day. For example, if a customer submits a communication of missed "recycling" service at 1:45 p.m. on Wednesday, Contractor shall service the residential property for "recycling" service by 1:00 p.m. on Thursday. This requirement shall not include, and specifically excludes, cart deliveries, repairs, and/or exchanges or replacements which are required within 72 hours of notification by the City or property owner or occupant.

6.7.4. **Monthly Reports.** Contractor shall provide monthly reports, concurrent with City invoicing, supplied to the City in a City approved electronic format, that include the following, at minimum:

a) **Tonnage.** Total residential and commercial tonnage of the following materials: (i) MSW; (ii) Bulk Waste; (iii) Recyclables Waste.

b) **Tags or Stickers Issued for Improperly Set-Out Materials.** Addresses and reasons for materials set outs being unable to be completed.

c) **Spills or Discharges.** Addresses or locations, nature of spill or discharge, actions taken to mitigate and clean up any types of any spills or discharges, time to spill or discharge resolution.

d) **Carts.** Addresses and nature of maintenance, repair and/or replacement of carts; addresses of any property where additional carts were purchased and delivered.

e) **Customer Service.** Addresses, nature of customer calls and/or complaints by issue category (i.e. general questions, billing questions, missed pick-ups, etc.), actions to resolve the calls and/or complaints, time to complaint resolutions.

f) **Vehicular Accidents and/or Property Damage.** Addresses or locations, nature of any vehicular accidents and/or property damage, actions taken and resolution to address events.

g) **Fleet Schedule.** Make, model, year and assigned identifying number of all contractor collection vehicles and any other vehicles and/or equipment to be used by the Contractor's personnel in performing services.

6.8. **Annual Reports.**

6.8.1. **Annual Reports.** Contractor shall provide annual reports, due no later than January 30 annually, supplied to the City in a City approved electronic format, that include the following, at minimum. After year one (1), each item below shall include a year-over-year comparison by nature and in chart format.

6.8.2. **Tonnage.** Total residential and commercial tonnage of the following materials: a) MSW; b) Bulk Waste; c) Recyclables Waste.

6.8.3. **Tags or Stickers Issued for Improperly Set-Out Materials.** Addresses and reasons for materials set outs being unable to be completed.

6.8.4. **Spills or Discharges.** Addresses or locations, nature of spill or discharge, actions taken to mitigate and clean up any types of any spills or discharges, time to spill or discharge resolution.

6.8.5. **Carts.** Addresses and nature of maintenance, repair and/or replacement of carts; addresses of any property where additional carts were purchased and delivered.

6.8.6. **Customer Service.** Addresses, nature of customer calls and/or complaints by issue category (i.e. general questions, billing questions, missed pick-ups, etc.), actions to resolve the calls and/or complaints, time to complaint resolutions.

6.8.7. **Vehicular Accidents and/or Property Damage.** Addresses or locations, nature of any vehicular accidents and/or property damage, actions taken and resolution to address events; and Fleet Schedule (make, model, year and assigned identifying number of all contractor collection vehicles and any other vehicles and/or equipment used in performing services).

6.8.8. **State or Federal Reporting.** Contractor shall, on behalf of the City, submit any required state or federal reports on the volume (in tons) of materials collected in the City as appropriate or as directed by the City.

# INFORMATION REQUIRED FROM PROPOSERS

Following are details for information required from proposers. Information should be submitted and organized in the order listed below, separated by clearly defined sections.

Information submitted will be evaluated according to the criteria set forth in the Proposal Evaluation section later in this document.

## COVER LETTER

Provide a Cover Letter on your official company letterhead introducing your firm and its general qualifications. Cover Letter should also include contact information and should be no more than two (2) pages.

## TABLE OF CONTENTS

Include a Table of Contents following the Cover Letter that clearly outlines the proposal contents by section.

## EXECUTIVE SUMMARY

Provide an Executive Summary summarizing the overall value and main points of your proposal and how the Proposer will meet the goals of the jurisdiction. Executive Summary should be no more than three (3) pages and should immediately follow the Table of Contents at the beginning of your proposal.

# A. QUALIFICATIONS AND EXPERIENCE

## A1. Company Overview

### i. Company Background

Provide a Company Background that generally details your firm's history, experience, and qualifications.

### ii. Company Philosophy/Approach

Describe your general approach to providing services to City of Owosso as well as your firm's philosophy regarding providing environmental services.

### iii. Local Capabilities

Detail your firm's local collection capabilities, including local facilities, equipment, staffing resources, disposal network, as well as your history servicing similar customers in the local area.

## A2. Staffing Plan

### i. Key Personnel

- Provide a list of Key Personnel who will manage, implement, and execute services, complete with titles, experience and qualifications, and brief resumés. Indicate which person and position will serve as the day-to-day contact for City of Owosso and include their contact information.
- Include an Organization Chart outlining your staffing structure - the leadership group and team that will be responsible for managing the contract and day-to-day services.

### ii. Employee Screening, Recruiting, Training, and Development

- Detail your firm's process for pre-employment screening.
- Explain how your firm actively recruits employees and combats potential staffing shortages, particularly with drivers.
- Detail your firm's training and development program, including training for new employees, ongoing training and development, and job-specific training for drivers and post-collection employees.
- Explain how your firm's efforts to retain employees.

### iii. Equal Employment Opportunity

- Provide your firm's Equal Employment Policy.

## A3. References

Provide a minimum of three references. References should be relevant and similar in geographic location, size, and scope of services. Explain how you achieved success with each reference.

## A4. Financial Stability

### i. Financial Condition

Provide information describing your firm's financial condition. Include the following:

- How your firm has the financial ability to perform all services and fulfill all obligations over the full length of the contract.

- Audited financial statements for your firm for the last complete fiscal year.
- Credit ratings of your firm's parent entity or related subsidiaries
- How your firm will fund any necessary capital requirements.

### iii. Bid Bond

Enclose a bid bond equal to ten percent (10%) of the first year's contract value payable to City of Owosso. It is agreed that the certified check or bid bond shall be collected and retained by the City as liquidated damages in the event the City accepts this bid within ninety (90) days after the bids are received and if the Proposer fails to execute the contract within (forty-five) 45 days after the date said the bid is accepted, otherwise, said check or bond shall be returned to the Proposer.

### iv. Performance Bond

The City will require that the successful Proposer provide a performance bond of 100% of the annual contract value within 30 days of award.

### v. Proof of Insurance

Submit proof of insurance with certificates that detail your firm’s insurance coverages (at your own cost and expense). The successful proposer shall meet the following insurance requirements:

The Contractor will be required to furnish to the City of Owosso, upon notice from the City Manager and prior to commencement of work, a Certificate of Insurance as well as any required endorsements. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

The Contractor, and their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Workers’ Compensation Insurance**, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than $2,000,000 per occurrence and aggregate. Coverage shall include, but not be limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.
3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Excess/Umbrella Liability.** Commercial General Liability and Automobile Liability required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.
5. **Additional Insured:** Commercial General Liability Insurance shall include an endorsement stating the City of Owosso, including all elected and appointed officials, all employees and

volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers, shall be Additional Insured. It is understood and agreed by naming the City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the City of Owosso may have in effect shall be considered secondary and/or excess.

6. **Cancellation Notice:** Each policy described above shall be endorsed to require the insurer to provide the City of Owosso, as Certificate Holder, with written notice at least thirty (30) days before the policy is cancelled or non-renewed, or at least ten (10) days before cancellation for non-payment of premium. Notice shall be sent to Terri Sinn, Insurance Coordinator, tlsinn@ci.owosso.mi.us.

7. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to the City of Owosso at least ten (10) days prior to the expiration date.

8. **Indemnification.** To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as “Indemnified Parties”) from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party’s percentage of responsibility for such injury or damage.

   In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers’ compensation Acts, disability benefit Acts or other employee benefit Acts.

   Insurance coverage required by the Contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain at Contractor’s own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Contractor’s proper protection in the prosecution of the work.

### iv. Additional Financial Requirements

- **Credit references:** Provide a credit reference with contact information.
- **Trade references:** Provide a trade reference with contact information.

## A5. Value Added

Describe what value added elements your firm brings – features or offerings that add value to your firm's overall program. Please detail the offerings, the value to the jurisdiction, and if there is an additional cost associated with the offering or other considerations that we should be aware of.

## A6. Additional Services

Provide details for any additional service programs that could benefit or provide value to City of Owosso, for example, any special/bulk collection, organics, yard waste, hazardous waste programs. Include potential costs for these additional services.

# B. OPERATIONS AND EQUIPMENT

## B1. Fleet

### i. Proposed Vehicles

Provide details on the vehicles you will utilize to service City of Owosso, including photo(s), vehicle type, fuel type, quantity of trucks, and age of trucks.

### ii. Onboard Technology

Explain how your firm incorporates technology on board your trucks to add efficiencies and improve safety, customer service, and general operations.

### iii. Automated Collection

Detail your firm's capabilities to provide City of Owosso with an automated collection system, including:

- Types of trucks and carts to be used in automated collection system
- Any operational, safety, and community benefits/efficiencies

### iv. Service Verification

If your firm has service verification capabilities to monitor collection and/or loads, explain the program and how it can benefit City of Owosso.

### v. Preventive Maintenance

Detail your firm's preventive maintenance program to maintain a working fleet. Include how your firm protects against vehicle leaks, responds to in-field repairs, and your environmental procedures for fleet maintenance.

### vi. Route Management

Explain your firm's route management procedures and how they lead to efficient routes while minimizing environmental impacts of services and improving safety. Include how you utilize technology or software in your route management systems.

## B2. Containers

- Provide details on the containers to be provided to City of Owosso, including:
  - Size, capacity, load rating, and available colors
  - Photos of proposed containers

  - Details on product quality and durability
  - Capabilities for RFID technology within in-mold labels
  - Any manufacturer warranties
- Explain the process how your firm will deliver containers, including a timeline, communication plan, and any staging areas.
- Explain how your firm will handle necessary container adjustments (right-sizing) when needed.
- Explain how your firm will work with City of Owosso when a container is in disrepair or is in need of graffiti abatement.

## B3. Safety

### i. Safety Program

Provide details regarding your firm's overall safety approach and commitment to safety. Include how your firm utilizes technology to improve safety.

### ii. Safety Training

Detail how your firm's training and development program prioritizes safety and reinforces a culture of safety with ongoing safety training. Include specifics regarding driver training programs.

### iii. Safety Record

Provide statistics/metrics that show your firm's safety record as it relates to vehicle and worker safety.

## B4. Implementation/Transition Plan

Detail how your firm will implement or transition service in the City of Owosso if awarded, including:

  - any outreach to City of Owosso
  - implementation meetings/coordination with City of Owosso staff
  - cart or container purchases and deliveries
  - route development plans
  - plans to commit staffing, including drivers, as well as any plans to hire staff, if necessary
  - plans to provide collection vehicles

# C. SUSTAINABILITY/ ENVIRONMENTAL EFFORTS

## C1. Environmental, Social, and Governance Goals

- Explain your firm's environmental business practices and overall environmental stewardship and leadership approach, including history supporting regulatory standards.
- Detail your firms sustainability goals.

## C2. Environmental Impacts

Explain how your firm minimizes the environmental impacts of waste and recycling collection, including efficient routing, preventive maintenance and odor control of trucks, spill response protocol, and any other operational procedures.

## C3. Alternative Fuel Capability

- Detail your firm's investments and capabilities around alternatively fueled trucks, if any, and their benefits to City of Owosso. Indicate how many, if any, alternatively fueled vehicles will be utilized to service the City of Owosso.

- Provide any details around if and how your firm collects and repurposes biogases produced from your landfill(s).

## C4. Landfill Stewardship

Provide details on how your firm manages landfills, including efforts to minimize their environmental impacts.

## C5. Cart Sustainability

Provide details on your firm's capability to provide sustainable carts to City of Owosso, including if you offer carts manufactured with recycled contents.

## C6. Recycling Program

### i. Recycling Capabilities

- Detail your firm's general recycling program approach and capabilities.
- Explain your firm's investments in recycling, including programs, facilities, and technology, and efforts for long-term recycling program sustainability.

### ii. Marketing of Materials

Detail your firm's materials marketing and how you get the best value for recycling materials.

### iii. Recycling Education

Provide details on how you educate and guide consumers to properly recycle.

### iv. Recycling Specifications

Provide a list of acceptable and non-acceptable recycling materials.

# D. CUSTOMER SERVICE

## D1. Customer Service Approach and Plan

- Describe your firm's general customer service approach and plan for the City of Owosso. Include any details on:
    - Your firm's single point of contact for customer service or any other service management matters to City of Owosso.
    - Your customer service call network that will provide customer service to City of Owosso, including its hours and holidays. Provide information regarding the call center's staffing, customer service procedures, including complaint/resolution process, and redundancy in the event of an outage.
    - How your firm monitors or measures customer service performance to improve customer satisfaction.
- Detail how your firm utilizes technology to improve the customer service experience. Include account management capabilities and methods such as websites or mobile app offerings.

## D2. Billing

Detail your billing and invoicing system; provide a sample bill for reference.

## D3. Quality Control

Provide details on your firm's quality control system and how it confirms high levels of customer service.

### D4. Reporting

Describe your firm's reporting capabilities, including types of reports – such as tonnage and diversion, frequency, and delivery method; provide sample reporting for reference.

### D5. Emergency Management/Disaster Response

Describe how your firm would respond in the event of an emergency such as a natural disaster, pandemic, extreme weather, or other unforeseen event. Detail how your firm would ensure essential services and continuity of operations in the event of an emergency.

# PRICING PROPOSAL

Proposers shall complete and submit the six (6) Pricing Schedules below with their proposal. Pricing shall be a firm fixed price for the completion of the work outlined in the Scope of Services and shall cover any and all expenses related to the services.

## Schedule #1 – Weekly Residential MSW and Bulk Collection, Transportation and Disposal

Including Contractor Provided Carts

Quarterly rate per residential unit (billed directly to customer): $_____

Quarterly fee per additional trash cart: $_____

Estimated Contract Total: $_____

Name and address of any Transfer Station and/or Landfill receiving this material:

_____

_____

_____

## Schedule #2 – Bi-Weekly Residential Comingled Recyclables Waste Collection, Transportation and Processing

Including Contractor Provided Carts

Monthly rate per residential unit (billed to City): $_____

Quarterly fee per additional recycling cart: $_____

Estimated Contract Total: $_____

Name and address of Materials Recovery Facility (MRF) receiving this material:

_____

_____

_____

## Schedule #3 – Commercial Front Load MSW Dumpster Services – City Facilities

Current MSW City Dumpster Locations, Size and Frequency (see Table 1). Service begins July 1, 2028 (see Section 3.7).

| Location | Size | Qty | Frequency | Monthly Price |
|---|---|---|---|---|
| Public Safety Building | 6 CY | 1 | Once weekly | $ |

| Location | Size | Qty | Frequency | Monthly Price |
|---|---|---|---|---|
| Public Works Garage | 6 CY | 2 | Twice weekly, after 7:00 AM | $ |
| Wastewater Plant | 4 CY | 1 | Twice weekly, after 7:00 AM | $ |
| Filtration Plant | 4 CY | 1 | Once every two weeks | $ |
| Soccer Fields (locking lid) | 4 CY | 1 | Once weekly, April – June | $ |
| Oakwood Ball Park (locking lid) | 4 CY | 1 | Once weekly, May – August | $ |

Estimated Contract Total (July 1, 2028 through June 30, 2030): $_____

Name and address of any Transfer Station and/or Landfill receiving this material:

_____
_____
_____

## Schedule #4 – Downtown Owosso (DDA) Trash Receptacle Services

Approximately 30 receptacles, emptied twice weekly (see Table 2). Service begins July 1, 2028 (see Section 3.7).

Monthly price: $_____

Estimated Contract Total (July 1, 2028 through June 30, 2030): $_____

## Schedule #5 – Front Load Comingled Recyclables Waste Dumpster Services

The City does not currently have any recycling dumpsters. Provide unit pricing for future service.

Monthly price per dumpster, emptied once weekly:

| 2 CY | 4 CY | 6 CY | 8 CY |
|---|---|---|---|
| $ | $ | $ | $ |

Name and address of Materials Recovery Facility (MRF) receiving this material:

_____
_____
_____

## Schedule #6 – Front Load Cardboard (OCC) Waste Dumpster Services

The City does not currently have any cardboard (OCC) dumpsters. Provide unit pricing for future service.

Monthly price per dumpster, emptied once weekly:

| 2 CY | 4 CY | 6 CY | 8 CY |
|---|---|---|---|
| $ | $ | $ | $ |

Name and address of Materials Recovery Facility (MRF) receiving this material:

_____

_____

_____

# PROPOSAL EVALUATION

It is the intent of City of Owosso to conduct a fair and comprehensive evaluation of all proposals received. Proposals will be evaluated for their overall responsiveness to the requirements and evaluation criteria of this RFP, including the quality of the written proposal submitted.

## Step 1 – Minimum Responsiveness Review

Each proposal will first be reviewed on a pass/fail basis. A proposal that does not include the following may be deemed non-responsive and not scored:

- Receipt by the Bid Coordinator by 3:00 P.M. on 12/15/2026.
- Three (3) printed copies in three-ring binders and one (1) thumb drive with an electronic copy, in a sealed envelope labeled as required under Submission Format.
- Bid bond equal to ten percent (10%) of the first year's contract value, payable to City of Owosso.
- All six (6) Pricing Schedules completed, including the name and address of each transfer station, landfill and MRF receiving City materials.
- Proof of insurance, audited financial statements for the last complete fiscal year, and a minimum of three (3) references.
- Signed Proposal Signature Page (Form A) and IRS Form W-9 (Form C) in Attachment 2.

## Step 2 – Scored Evaluation

The following evaluation criteria will be used to evaluate proposals, with weighting included for each criteria for scoring. While each proposal will be scored and it is the intent of City of Owosso to award the contract to the highest scoring firm, City of Owosso reserves the right to award to the firm/proposal that is deemed as the most advantageous to City of Owosso.

Responsive proposals will be scored using the criteria below. Points within each criterion will be awarded based on the extent to which the proposal documents the measurable basis listed. Documented commitments and supporting data will score higher than general statements of capability.

| EVALUATION CRITERIA | MEASURABLE BASIS FOR SCORING | POINTS |
|---|---|---|
| **A. Qualifications and Experience** | | **30** |
| A1. Company Overview and Local Capabilities | Years providing municipal residential cart-based collection; number of current municipal contracts of comparable size (approximately 6,000 units); local facilities, equipment and staffing committed; distance from operations yard, landfill/transfer station and MRF to the City. | 6 |
| A2. Staffing Plan | Named contract manager with substantial experience serving similar sized municipalities and a dedicated field supervisor (Sec. 6.7.1); organization chart; documented pre-employment screening, driver training, recruitment and retention programs. | 6 |
| A3. References | Minimum of three (3) references similar in geographic location, size and scope of services; documented results for each reference, including any new curbside recycling program launches. | 6 |

| EVALUATION CRITERIA | MEASURABLE BASIS FOR SCORING | POINTS |
|---|---|---|
| A4. Financial Stability | Audited financial statements for the last complete fiscal year; credit rating; 10% bid bond; ability to provide 100% performance bond within 30 days of award; insurance at or above required limits ($2,000,000 CGL; $1,000,000 automobile); credit and trade references. | 8 |
| A5–A6. Value Added and Additional Services | Specific offerings (e.g., special/bulk, organics, yard waste, hazardous waste) with stated cost or no-cost commitment. | 4 |
| **B. Operations and Equipment** | | **20** |
| B1. Fleet | Number, type, fuel type and age of trucks assigned to the City; automated collection capability; back-up alarms and spill kits on all vehicles (Sec. 6.5); onboard technology, service verification, preventive maintenance and route management software. | 6 |
| B2. Containers | Carts meeting Sec. 6.6.1 (90+ and 60+ gallon ASL; wheels, tipper bars, handles, hinged lids; color-differentiated and labeled); warranty length; RFID capability; cart inventory supporting 72-hour delivery, repair and replacement (Sec. 6.6.6). | 4 |
| B3. Safety | Safety program and driver training; safety record statistics for vehicle and worker safety (e.g., recordable incident rate, preventable vehicle accidents). | 4 |
| B4. Implementation/Transition Plan | Dated schedule for delivering trash and recycling carts to approximately 6,000 residential units before service implementation (no later than March 15, 2027); route, staffing and vehicle plans; plan to begin City facility and DDA services on July 1, 2028 without interruption (Sec. 3.7). | 6 |
| **C. Sustainability/Environmental Efforts** | | **20** |
| C1. ESG Goals | Written sustainability goals; regulatory compliance history. | 3 |
| C2. Environmental Impacts | Leak prevention and preventive maintenance; spill response meeting the three (3) hour clean-up and immediate City notification requirement (Sec. 6.5.6); odor control and efficient routing. | 3 |
| C3. Alternative Fuel Capability | Number of alternatively fueled vehicles committed to City service; landfill biogas capture and reuse. | 3 |
| C4. Landfill Stewardship | Licensed disposal facilities identified in Pricing Schedules; measures to minimize landfill environmental impacts. | 2 |
| C5. Cart Sustainability | Recycled content of proposed carts. | 2 |
| C6. Recycling Program | Identified MRF accepting all materials in Sec. 6.4.2(a); materials marketing approach; education plan for the City's first curbside recycling program, including contamination reduction and tagging (Sec. 6.2.4); list of acceptable and non-acceptable materials. | 7 |
| **D. Customer Service** | | **10** |

| EVALUATION CRITERIA | MEASURABLE BASIS FOR SCORING | POINTS |
|---|---|---|
| D1. Customer Service Approach and Plan | Single point of contact; local or toll-free telephone and web-based service available at minimum Monday–Friday, 8:00 a.m.–5:00 p.m. (Sec. 6.7.2); plan to meet same-day resolution for calls received by 1:00 p.m. (Sec. 6.7.3); call center staffing and outage redundancy; website or mobile app. | 4 |
| D2. Billing | Quarterly direct billing of residential customers; monthly City invoicing within ten (10) business days of month end; sample bill. | 2 |
| D3. Quality Control | Performance metrics tracked (e.g., missed collections, time to resolution) and corrective action process. | 1 |
| D4. Reporting | Sample monthly and annual reports containing all elements in Sec. 6.7.4 and 6.8, including tonnage by material, in electronic format. | 2 |
| D5. Emergency Management/Disaster Response | Continuity of operations plan for natural disaster, pandemic, extreme weather or other unforeseen event. | 1 |
| **Pricing** | Evaluated Annual Cost from Pricing Schedules #1–#4, scored by the formula below. | **20** |
| **TOTAL** | | **100** |

## Pricing Score Calculation

Pricing points will be awarded using an Evaluated Annual Cost calculated from each proposer's Pricing Schedules:

- Schedule #1: quarterly rate per residential unit × 4 × 6,000 units.
- Schedule #2: monthly rate per residential unit × 12 × 6,000 units.
- Schedule #3: monthly price for each location × months of service per year (12 months; Soccer Fields 3 months; Oakwood Ball Park 4 months).
- Schedule #4: monthly price × 12.

Pricing Score = 20 × (Lowest Evaluated Annual Cost ÷ Proposer's Evaluated Annual Cost). Additional cart fees and the unit pricing in Schedules #5 and #6 will be reviewed for reasonableness but are not included in the Evaluated Annual Cost.

**Local Preference.** The City's local preference policy (Section 2-348 of the Owosso City Code) applies to this RFP. Before the Pricing Score is calculated, each proposer's Evaluated Annual Cost will be adjusted as follows:

- Proposers that are neither a city-based nor a county-based business: add six percent (6%) or $2,500, whichever is less.
- County-based businesses: add three percent (3%) or $2,500, whichever is less. No amount will be added if no proposal is received from a city-based business.
- City-based businesses: no adjustment.

"City-based" and "county-based" business have the meanings given in Section 2-348. If twenty-five percent (25%) or more of the services will be subcontracted, the adjustment will be applied separately to each portion based on the status of the contractor or subcontractor performing it. Proposers claiming city-based or county-based status shall submit a signed Local Preference Affidavit (Attachment 2, Form B)

with their proposal; proposers that do not will be treated as neither city-based nor county-based. The adjustment is used only for scoring and does not change the prices proposed.

## Finalist Interviews/Presentations

Finalists may be invited to interview. Following interviews, scores in Criteria A through D may be adjusted based on information clarified or verified during the interview. Pricing scores will not be adjusted.

City of Owosso reserves the right to reject any or all proposals, to waive any irregularities or informalities in the offers received and to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interests of City of Owosso to do such.

In the event a proposal(s) is rejected, or a proposer's offer is not rejected but does not result in a contract award, City of Owosso shall not be liable for any costs incurred by the proposer in connection with the preparation and submittal of the proposal.

# ATTACHMENT 1 – SCHEDULE OF LIQUIDATED DAMAGES

| Violation | Liquidated Damages |
|---|---|
| Failure to maintain customer service hours | $100 each event |
| Failure to deliver and/or repair carts within 72 hours of notification. | $100 each event |
| Failure to service a serviceable customer on collection day. | $100 each event |
| Failure to tag and notify customers of noncompliance with collection rules or otherwise why services could not be completed by contractor. | $100 each event |
| Failure to collect municipal solid waste, bulk waste, and/or recyclables within 24 hours of notification | $100 each event |
| Failure to notify the City of an event of spilled material. | $100 each event |
| Failure to maintain collection vehicles and equipment in a clean and sanitary manner. | $100 each event |
| Failure to submit invoices to the City within ten (10) business days of the end of month. | $250 each event |
| Failure to submit reports to the City within ten (10) business days of the end of month. | $250 each event |
| Failure to submit invoices to residential properties within ten (10) business days of the end of month. | $250 each event |
| Failure to perform any part of the services required in the Scope of Services not otherwise listed in this section. | $250 each event |
| Commingling of materials from non-residential or any other collections with City materials in vehicles assigned to the performance of this Contract. | $250 each event |
| Failure to complete daily services within the same business day (excluding designated holidays) | $500 each event |
| Failure to clean up spilled material from a collection vehicle or equipment within three (3) hours. | $750 each event plus cost of City or third-party clean-up. |
| Failure to only invoice City or residential properties fees for services as stipulated by city-negotiated rates of compensation and adjustments as detailed in the Pricing Proposal. | $750 each event |

# ATTACHMENT 2 – REQUIRED FORMS

The following forms shall be completed and submitted with the proposal. Forms requiring signature shall be signed by an authorized agent of the proposer.

- Form A – Proposal Signature Page and Legal Status (required)
- Form B – Local Preference Affidavit (required only to claim city-based or county-based status)
- Form C – IRS Form W-9 (required)

## Form C – IRS Form W-9

Submit a completed and signed IRS Form W-9, Request for Taxpayer Identification Number and Certification (current revision), available at www.irs.gov/FormW9. The name on the Form W-9 shall match the legal name of the proposer shown on Form A.

## Form A – Proposal Signature Page and Legal Status

On behalf of _____, I hereby submit this proposal for City of Owosso Solid Waste and Recyclables Collection, Disposal and Processing for your consideration. The undersigned acknowledges that this proposal is subject to the terms, conditions and specifications of the Request for Proposals. In submitting this proposal, it is understood that the right is reserved by the City to reject any and all proposals and waive any irregularities in the proposal process. The City may award this contract based on any combination of the services proposed.

Proposal by (Name of Firm): _____

**Please check the appropriate box and use correct legal name.**

☐ Corporation State of Incorporation: _____

☐ Partnership List of names: _____

☐ DBA State full name: _____

☐ Other Explain: _____

Signature of Proposer: _____

Title: _____

Signature of Proposer: _____

Title: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

Signed this _____ day of _____, 20_____

**Proposer acknowledges receipt of the following Addenda:**

Addendum No. _____ Proposer's Initials _____

Addendum No. _____ Proposer's Initials _____

Addendum No. _____ Proposer's Initials _____

## Form B – Local Preference Affidavit

Complete this affidavit only if the proposer is located within Shiawassee County or intends to subcontract twenty-five percent (25%) or more of the services to a Shiawassee County-based business. See Local Preference in the Proposal Evaluation section.

In accordance with Section 2-348 of the Owosso City Code, the proposal from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the City to calculate the adjustment, the proposer hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

_____

Registered business address

☐ Within the City of Owosso ☐ Within Shiawassee County, outside the City of Owosso

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

_____

Business name and address of sub-contractor

_____

Percentage of contract

_____

Authorized signature

_____

Title

_____

Company name

_____

Date