



INVITATION FOR BID

IFB 2024-26
Bay County Waste & Recycling Removal
REBID

JIM BARCIA
BAY COUNTY EXECUTIVE

INVITATION FOR BID---THIS IS NOT AN ORDER OR OFFER

DATE OF REQUEST	OCTOBER 16, 2024
REFERENCE BID NUMBER	IFB 2024-26
DEADLINE FOR VENDOR QUESTIONS	OCTOBER 23, 2024 5:00 PM
ADDENDUM ISSUED	OCTOBER 25, 2024 5:00 PM
PROPOSED DATE/TIME REQUIRED	NOVEMBER 1, 2024 11:00 AM
BID SUBMITTAL	BAY COUNTY FINANCE DEPT. ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE 7 TH FLOOR BAY CITY, MI 48708-5128
MARK PROPOSAL	“BAY COUNTY WASTE & RECYCLING REMOVAL REBID - DELIVER TO THE PURCHASING OFFICE IMMEDIATELY”

The Bay County Purchasing Division on is soliciting sealed proposals for a five-year agreement for the waste and recycling collection services at various locations throughout Bay County. This request is for solid and recycled waste.

REQUIREMENTS OF BIDDER:

1. Each bidder is required to accompany their formal bid with a written sworn statement affirming they have not been a party to a collusive agreement. **(ATTACHMENT A)**
2. Provide pricing for collection of waste and recycling materials. **(ATTACHMENT B)**
3. Each bidder shall submit a copy of their standard contract for review. **(PLEASE LABEL ATTACHMENT C)**
4. The County’s commitment to improving our global environment will be reflected in consideration of responses to the following in choosing the successful bidder. The proposed contract with a successful bidder will require the following **(LABEL AS ATTACHMENT D)**:
 - a. Right to Know Documentation: numerous laws have been enacted to protect employees and communities from the potentially harmful effects of hazardous substances. Failure to comply with these laws may give rise to significant community contamination and may lead to personal injuries that could otherwise have been avoided. Please provide the location of and accessibility to your Right to Know documentation.

- b. Compliance with environmental laws: Bidder shall describe instances during the last three (3) years where bidder or a related business entity or the proposed disposal site has received notice from a governmental authority (e.g., the EPA or the DEQ) or neighbor, or third-party concerning noncompliance regarding violation of environmental law, regulation, ordinance, solid waste management plan, permit or the handling of chemicals. Bidder shall describe remedial activities, problem resolutions, and pending litigation of this type.
 - c. Is the disposal site proposed for the County's waste on state or federal (National Priorities/Superfund) lists of contaminated properties or Michigan list published yearly by the DEQ, such that the property has been identified as a significantly contaminated property? If so, name site and describe remedial steps bidder has taken toward assisting with the property's removal from the list.
 - d. Please describe the handling of plastic/paper/other recyclable materials. Where are the materials recycled and please be prepared to provide receipts upon request of Bay County.
 - e. Briefly describe any community environmental initiative programs sponsored by the bidder.
5. Are there other municipalities in Bay County that you service? If so, please list them. **(LABEL AS ATTACHMENT E)**
 6. Would you be willing to extend this contract to other municipalities in Bay County? **(LABEL AS ATTACHMENT F)**
 7. If there are fees associated with your service beyond the standard container rate, please list them what the current cost is and how this cost is determined. **(LABEL AS ATTACHMENT G)**

ADDITIONAL BID INFORMATION:

1. Successful bidder shall obtain all permits required to perform the job.
2. Successful bidder shall be licensed in the State of Michigan to perform the above required work.
3. Each bidder shall provide and include the necessary insurance certificates and a bid bond in the amount of 5% of their bid price with their bid submission.
4. All bids must be good for 95 days after the previous stated proposal date.
5. All prices must be good from the bid award through the length of the project.
6. Refuse containers must be located on an owner approved location determined by the Bay County Buildings and Grounds Division.
7. The successful bidder shall adhere to the following safety requirements:
 - a. All applications, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.

- b. Comply with all federal, state, and local regulations for collected solid waste and shall assume full responsibility for the safe and legal disposal of Bay County's waste.
 - c. Protect property at each site including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities during removal. Any damage to such items shall be restored by the successful bidder at no cost to the owner.
8. The successful bidder shall bill for extra pickups and shall adjust the monthly bill to reflect such changes.
 9. Bay County reserves the right to increase, decrease, or suspend and adjust normal pick-up service as needed at various locations. The successful bidder shall be notified two weeks prior to any changes in service and the contract rate will be charged pro-rata.

SUBMITTAL REQUIREMENTS:

1. Responses must use Times New Roman font 12 pt.
2. Responses must be spaced 1.15”.
3. Responses must be typed, no handwritten replies.
4. Additional information must be limited to no more than 1 page per section.

CONTENTS OF BID SUBMISSION PACKET:

1. Cover Sheet.
2. Bidder's Checklist.
3. Attachment A – Certificate.
4. Attachment B – Price sheet for waste and recycling removal.
5. Each bidder shall submit a copy of their standard contract for review. **(PLEASE LABEL ATTACHMENT C)**
6. Commitment to improving our global environment **(LABEL AS ATTACHMENT D)**
 - a. Right to Know Documentation.
 - b. Compliance with environmental laws.
 - c. Disposal site on state or federal lists of contaminated properties.
 - d. Materials handling.
 - e. Community environment initiative programs.
7. Other municipalities serviced in Bay County. **(LABEL AS ATTACHMENT E)**
8. Contract extension to other municipalities in Bay County? **(LABEL AS ATTACHMENT F)**
9. Additional fees. **(LABEL AS ATTACHMENT G)**

GENERAL INFORMATION:

1. **CHANGES TO IFB:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Firms shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential firms by e-mail.

2. **CONTACT INFORMATION:** To receive future communications related to this IFB, possible firms are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing at purchasing@baycountymi.gov; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a response to this IFB, the Firm agrees to be bound by this IFB's terms and conditions. Bids may be withdrawn by the Firm without penalty at any time before notification that the Firm's Proposal has been selected. However, if the Firm withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Firm shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Firm's payment of the Liquidated Damages shall be Firm's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Firm's Proposal.
4. **IFB, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this IFB or receipt of Bids by the County or even notification of Bid acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** The County is a tax-exempt entity. A tax-exempt form will be provided to the successful firm.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, the County is subject to the Michigan Freedom of Information Act (FOIA). The information contained in the proposals may be subject to FOIA requests.
7. **INSURANCE:** The Firm shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Firm's services related to this IFB and any resultant contract, whether such service be by the Firm individually or by anyone directly or indirectly employed by Firm, or by anyone for whose acts Firm may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
 - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not

less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Firm's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."

8. **NON-DISCRIMINATION:** In the performance of the competitive sealed bid and resultant contract, firm agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, national origin, gender identity and sexual orientation in the operation of public employment, public education, or public contracting. Firm shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
9. **COST OF DEVELOPING BID RESPONSE:** The Firm shall be responsible for all costs incurred in the development and submission of its Bid Response.
10. **QUESTIONS:** All questions about this IFB must be received by October 23, 2024, 5:00 p.m. must be in writing, via email, to:
Frances Moore
Purchasing Agent
purchasing@baycountymi.gov

Every attempt to answer your inquiries will be made, however Bay County reserves the right not to answer any questions received after October 23, 2024.

Responses to any inquiries will be issued in one (1) Addendum no later than October 25, 2024, and will be sent to all known firms.

Correspondence or inquiries made directly from firms regarding their proposals are to be directed to those County employees designated above for appropriate review and response.

In addition, the person listed above will issue all valid responses and changes to this IFB. Contact with other County staff or a County Board of Commissioner could be a reason for disqualification.

Correspondence or inquiries made directly from firms regarding their proposals are to be directed at those County employees designated above for appropriate review and response.

Any significant explanation desired by a firm regarding the meaning or interpretation of the Invitation for Bid must be requested with sufficient time allowed for a reply to reach all prospective firms to submit their proposals.

Any information given to a prospective firm concerning the Invitation for Bid will be furnished to all prospective firms as an amendment or addendum to the Invitation for Bid if such information would be of significance to uninformed firms.

The County shall make the sole determination as to the significance to uninformed firms.

11. **RESPONSIBILITY:** Firms are solely responsible for ensuring their bid is received by Bay County Purchasing in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Bay County Purchasing shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of qualification shall be made to Bay County Purchasing, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

12. **BID RESPONSE DELIVERY:** Qualifications must be returned no later than **NOVEMBER 1, 2024 @ 11:00 A.M.** in a sealed envelope clearly marked **“BAY COUNTY WASTE & RECYCLING REMOVAL REBID - DELIVER TO THE PURCHASING OFFICE IMMEDIATELY”**. Please provide TWO (2) printed copies of the submission. The submissions may be hand delivered or sent by mail to Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

13. **BID RESPONSE OPENING:** There will be a public proposal opening immediately following the deadline to receive bid responses in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All firms are invited to attend and hear the bids read.
14. **BID RESPONSE REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all bid responses, to waive any irregularities and to make the final determination as to the best low qualified bid response.
15. **BID RESPONSE AWARD:** In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all firms of her intent to award the proposal to the Firm providing the best value to the County.
16. **CONTRACT:** The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful firm and the County. In submitting a proposal, the firm acknowledges that the contents of the IFB will become incorporated within any formal agreement. This IFB does not include every term and provision which shall be included in the formal agreement. In the event that the firm fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected firm, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a firm's suggested terms and conditions may be submitted with firm's Qualifications, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this IFB shall be construed as any definitive acceptance by the County of Firm's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the IFB, and last, the Firm's Proposal.

17. **DISPUTES:** In the event a firm disagrees with the recommendation of the Bay County Finance Officer concerning this award, the firm may obtain a Bid Protest Form from the Purchasing Office. This form must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**

ADA ASSISTANCE:

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Ave. 4th Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
purchasing@baycountymi.gov

**THIS BID PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY COUNTY
PURCHASING POLICY AS FOUND ON THE BAY COUNTY WEBSITE**

www.baycountymi.gov

**SEE ATTACHED
REQUIRED DOCUMENTATION**

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NON-BIDDERS FEEDBACK FORM

Bid: 2024-26

Bay County Waste & Recycling Removal - REBID

If you are not submitting a bid for this Bid, please indicate the reason(s) by checking off one or more items below and email this form to purchasing@baycountymi.gov

- Unable to bid at this time but would like to receive future bid requests.
- Service(s) or material(s) not provided by our firm.
- Service(s) or material(s) we offer do not fully meet all the requirements specified.
- We cannot meet the timetable required.
- Insufficient time allowed for preparation and submission of bid.
- Specifications not clearly understood or applicable as follows: (ex. too vague, too rigid, etc.)
- Other: _____

Please remove our name from your bidders list for

- This commodity group
- These item(s) or material(s)
- All bids

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Email: _____

Phone: _____ Date: _____

Bid Response Cover Sheet

Bid: 2024-26

Bay County Waste & Recycling Removal - REBID

ALL BIDS MUST INCLUDE THIS COVER SHEET (OR THIS SHEET REPRODUCED ON LETTERHEAD) AS A COVER SHEET OR PAGE ONE (1) OF THE BID

TO: County of Bay
515 Center Ave, 7th Floor
Bay City, MI 48708

FROM: _____

Company Name

an individual,

a corporation

(Please mark appropriate box),

Duly organized under the laws of the state of: _____

Year Firm Established _____

Years in Business: _____

The undersigned, having carefully read and considered the Invitation to Bid (IFB) does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached Bid, including, by reference here, the County's IFB document. Bids must be signed by an official authorized to bind the provider to its provisions for at least a period of 95 days.

BY: _____

(Signature of authorized representative)

(Please Print Name and Title)

PRINCIPAL OFFICE ADDRESS:

Street Address: _____

City: _____

County: _____

State _____

Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

TIN #: _____

UEI #: _____

Bidders Check List

Bid: 2024-26

Bay County Waste & Recycling Removal - REBID

	YES	NO
1. I have read ALL the instructions and specifications.	_____	_____
2. I have read and acknowledge the information contained in the "General Information" section of the Bid	_____	_____
3. I have filled in ALL the required documentation.	_____	_____
4. I have provided all required information per the guidelines specified within the bid document.	_____	_____
5. I am an officer of the company.	_____	_____
6. I have the authority to obligate my company.	_____	_____
7. I am returning the signed ORIGINAL and specified number of copies required per the bid document	_____	_____
8. I have organized and labeled the bid per instruction.	_____	_____
9. I have retained a copy of the submission.	_____	_____
10. I have properly labeled the external envelope.	_____	_____
11. If successful, the "Insurance Requirement Certificate" from an insurance company licensed to do business in the State of Michigan will be provided within ten working days after Notification of the award.	_____	_____
12. I have provided the necessary information for the person responsible for follow-up.	_____	_____

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

CERTIFICATION

Bid: 2024-26

Bay County Waste & Recycling Removal - REBID

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was solely developed and prepared without any collusion with any competing Proposer and/or Bay County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing proposer prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

**WASTE & RECYCLING REMOVAL - REBID
PRICING SHEET IFB 2024-26**

Waste Removal

Location	Modified Pick-up Schedule	Number of Containers	Size	Lifts per Week	Price per Month
Bay County Drain Commission	N/A	1	2 Cu Yd	1	
Pinconning Park	November - April	1	6 Cu Yd	1	
	May - October	1	6 Cu Yd	3	
Juvenile Home	N/A	1	4 Cu Yd	2	
Bay County Fairgrounds Canteen	N/A	1	4 Cu Yd	1	
Animal Control	N/A	1	4 Cu Yd	2	
Bay County Building	N/A	1	6 Cu Yd	2	
Law Enforcement Building	N/A	1	6 Cu Yd	3	
Bay County Court House	N/A	1	8 Cu Yd	2	
Bay County Health Department	N/A	1	6 Cu Yd	2	
Department on Aging @ Community Center	N/A	1	6 Cu Yd	1	
Bay County Mosquito Control	N/A	1	6 Cu Yd	1	
Bay County Community Center	N/A	1	6 Cu Yd	2	
Bay County Civic Arena	April - December	1	8 Cu Yd	1	
	November - June	1	8 Cu Yd	2	
	July - October	1	8 Cu Yd	1	

Recycling

Location	Number of Containers	Size	Lifts per Week	Price per Month
Juvenile Home	2	95 gal	1	
Bay County Building	2	95 gal	1	
Law Enforcement Building	1	6 Cu Yd	2	
	10	95 gal	2	
Court House	4	95 gal	1	
Department on Aging @ Community Center	1 - Corrugated Cardboard	6 Cu Yd	1	
	10	95 gal	1	
Health Department	3	95 gal	2	
Mosquito Control	1	95 gal	1	
Civic Arena	1	95 gal	1	
	1	6 Cu Yd	1	
Central Dispatch	2	95 gal	2	

If there is a possibility to consolidate and therefore reduce the number of containers please provide alternative pricing; the requested pricing must be provided. Any change will be determined by the amount of available space at the location.