



**Northwestern  
Michigan  
College**

**Northwestern Michigan College**

**Business Office**

**REQUEST FOR PROPOSAL  
For  
Waste & Recycling Pickup and Removal**

**RELEASE DATE:**

**May 3<sup>rd</sup>, 2024**

**DUE DATE AND TIME:**

**May 17<sup>th</sup>, 2024 by 5:00 pm Local Time**

**PROJECT CONTACT:**

**Don Loeffler  
NMC Business Office  
2200 Dendrios Drive  
Traverse City, Michigan 49686  
Phone: (231) 995-1130  
Email: [dloeffler@nmc.edu](mailto:dloeffler@nmc.edu)**

## **NOTICE!**

**RIGHT TO REJECT:** Northwestern Michigan College (“NMC”) reserves the right to accept or reject any and all proposals, to negotiate terms of proposal(s) with successful vendor(s), to accept a proposal that is not the lowest cost, and to accept the proposal(s) that is in the best interest of NMC.

**WITHDRAWAL OF ANY PROPOSALS** is prohibited for a period of ninety (90) days after the proposal due date.

**LATE, INCOMPLETE AND NON-CONFORMING PROPOSALS:** NMC reserves the right to reject without evaluation late, incomplete or otherwise non-conforming proposals.

**COMPLETE PROPOSALS:** All proposals must contain terms of purchase and delivery in writing. NMC will negotiate the actual delivery terms and timetable with the successful vendor(s), but each proposal must include the anticipated time frame during which NMC may reasonably expect materials and equipment to be delivered. NMC will not be responsible for any ancillary charges, costs, and/or fees not expressly delineated in the terms of the proposal.

**QUESTIONS:** Prospective bidders are solely responsible for understanding the requirements of this RFP. Questions regarding any part of this proposal should be submitted in writing to the Project Contact. All questions and answers will be made available to all prospective bidders. Prospective bidders who direct questions and inquiries about this RFP to persons at NMC other than the Project Contact invite disqualification of their proposals.

## INTRODUCTION

This Request for Proposal is released by Northwestern Michigan College Purchasing Department on behalf of the Northwestern Michigan College **for Waste & Recycling pickup and removal** as set forth herein.

### SECTION 1 GENERAL INFORMATION

Northwestern Michigan College (NMC) is accepting bids for **Waste and Recycling pickup and removal** from all NMC campuses in Traverse City, MI. Contract to be for three (3) years with possible yearly extensions for up to a two (2) additional years if NMC is satisfied with service. It is the contractor's responsibility to visit the sites and understand the scope of the services to be provided.

The requirements included in this proposal are complete. The representations made by NMC herein are accurate, true and complete to the best of our knowledge. NMC prefers to work with only one (1) contact person throughout the proposal process. Please appoint one (1) representative for your firm as your contact for NMC. This person will be responsible for all communications with NMC that relate to this Request for Proposal. Additionally, please note that all contact between your firm and NMC must be handled between your representative and the Project Contact. This requirement will be strictly enforced.

Your final proposal must be complete and presented in its entirety. All conditions, terms, costs, charges and fees must be included in the proposal. Should NMC accept your proposal, any terms, conditions, costs, charges and/or fees excluded from your proposal at the time of submission shall remain excluded and will become the responsibility of the winning bidder.

All proposals must be submitted in writing and must be signed by a representative who is duly authorized to make such representations to NMC on behalf of your firm. Your proposal will form the basis of a purchase contract with NMC and should include all equipment and materials that, in your judgment, are necessary to meet the requirements of this proposal.

The requirements of this proposal are non-severable. In other words, they may not be separated for the purpose of bidding on a single part of the established requirements. NMC has a strong preference to purchase a single vendor solution. If, in your judgment, NMC would be better served by a multi-vendor solution, you may offer that as an alternate proposal, however, you must certify that all coverage's in your proposal will meet all other specifications in this Request for Proposal. Your proposal should include a single-vendor approach.

Northwestern Michigan College is a Michigan Constitutional corporation located in Traverse City, Michigan in Grand Traverse County, and is subject to the laws of the State of Michigan. Our official address and principal place of business is 1701 East Front Street, Traverse City, Michigan 49686. Additional information about NMC can be obtained by going to [https:// www.nmc.edu](https://www.nmc.edu)

Northwestern Michigan College is a tax exempt institution, granted such status by the authority of the State of Michigan. Likewise, NMC is exempt from Federal Excise Tax (tax-free registry number: 38-6027348) and Michigan General Sales Tax, under Public Act 167 of 1933 § 4. as amended. **DO NOT INCLUDE MICHIGAN SALES TAX OR ANY FEDERAL EXCISE TAXES IN YOUR QUOTATION.**

## SECTION 2 TERMS AND CONDITIONS

2.01. Your complete and entire response to this RFP must be received by NMC in writing on or before **5:00 pm. on Friday May17<sup>th</sup>, 2024.** Return one (1) original electronically to [dloeffler@nmc.edu](mailto:dloeffler@nmc.edu). The receipt of the electronic copy determines date and time of receipt. Your response should include all requested and required information, as well as any supporting data needed to complete your response. Late responses and responses received by facsimile will not be considered. Bidders are solely responsible for confirming that their responses were received in a timely way. NMC will not pay for, reimburse, or otherwise accept any delivery charges incurred by bidders in connection with this RFP.

2.02. Questions, uncertainties, noted discrepancies and omissions regarding this RFP shall be reported immediately in writing to the Project Contact by **May 10<sup>th</sup>, 2024 by 5:00p.m.** Should any reported issues require clarification, written instructions or an addendum to the RFP will be distributed to all potential bidders. NMC will not accept any responsibility for any oral interpretation of the requirements. Bidders should rely only on the written responses of NMC.

2.03. NMC reserves the right to solicit additional information from bidders to aid our determination of the bid that best meets the needs of NMC. If our request for additional information on a proposal is not met in a timely way, NMC reserves the right to reject the proposal as non-conforming.

2.04. NMC reserves the right to reject or accept any bids, in part or whole; select bidders whose proposals best meet the needs of NMC without respect to the lowest cost proposal; and negotiate terms of the proposal to ensure the best interests of NMC are met. NMC does not assume any contractual obligations or duties as the result of issuing this RFP. No employment relationship will be assumed between NMC and the successful bidder.

2.05. Bidders are not entitled to use NMC's name, service mark(s), trademarks or trade names without the express written permission of NMC.

2.06. By submitting a response to this RFP, bidders certify that no actual or potential conflicts of interest exist between the bidder and NMC under this agreement. Each bidder agrees to inform NMC immediately, should a change in conditions occur that would produce an actual conflict of interest or the appearance of a conflict of interest. Further, by submitting a response, bidder certifies that the bidder has neither provided any private inducements or consideration to any NMC trustee, officer, employee, or agent in return for favorable treatment with respect to the award of this proposal, nor accepted any private inducements or consideration from any College trustee, officer, employee or agent in connection with this RFP. Should any such unauthorized transactions be discovered, the bidder will be considered in breach of its agreement with NMC, and the agreement between the bidder and NMC is immediately void. Under these circumstances, NMC will cooperate fully with law enforcement to determine whether such a breach has violated any laws of the State of Michigan or the United States of America. This clause will survive the termination and/or expiration of this agreement without respect to the cause or reason for a breach of this type.

2.07. NMC expressly states that the bidder is a supplier or independent contractor of NMC and is not an agent, partner or employee of NMC. The bidder is not entitled to wages, tax withholding, Workers' Compensation, unemployment compensation, or any benefits of employment extended to regular employees of NMC. The bidder is not an agent of NMC, and may not bind NMC to any contracts or represent to anyone that the bidder has any such authority.

2.08. The laws of the State of Michigan shall govern the interpretation and performance of this agreement. Any action brought to enforce any provision of this agreement shall be brought in the appropriate court in The State of Michigan. All bidders, their successors or assigns expressly agree to bring any claims, demands, or actions asserted against the Board of Trustees of Northwestern Michigan College, its trustees, officers, employees or agents only to the Michigan Court of Claims. The bidder, its successors or assigns consent to the jurisdiction of the Grand Traverse Circuit County Court for the State of Michigan with respect to any claims arising under this agreement against Northwestern Michigan College.

2.09. The bidder must comply with all applicable State and Federal OSHA laws, standards and regulations with respect to the performance of this agreement.

2.10. NMC will evaluate each bid received using the following criteria, listed here in no particular order of importance:

- a. The bidder's ability to satisfy each term and condition fully.

- b. Compliance with the specifications stated herein.
- c. Experience with delivering the requirements of the specification.
- d. Cost (including pricing and price protection).
- e. Ability to provide service for those items in the specification deemed to require an ongoing service contract of technical expertise, demonstrated or demonstrable with respect to the specification.
- f. References from previous customers for work of similar scope.
- g. Other factors not specifically expressed here that are relevant to determining which proposal will succeed.

2.11. Proposals may not be withdrawn for ninety (90) days from the time of issue. After ninety (90) days, proposals may be withdrawn by way of a written request directed to the Project Contact. Successor proposals may not be substituted for a withdrawn proposal. Withdrawal of a proposal constitutes disqualification from the bid process, should NMC not render a decision within ninety (90) days of the response due date.

2.12. Once the successful proposal has been determined and awarded, either party may withdraw from this agreement by giving the other party at least thirty (30) days' prior written notice of the termination date. Termination or cancellation of this agreement does not affect the collection, enforcement or validity of any accrued obligations between the bidder and NMC.

2.13. Once the successful proposal has been determined and awarded, modifications deemed necessary to correct errors found to be the sole fault of the bidder and to satisfy performance of the agreement shall be made expediently and at no additional cost to NMC. This clause will survive the termination and/or expiration of this agreement without respect to the cause or reason for the error.

2.14. No information, report, etc. developed in connection with this RFP may be reproduced without NMC's prior written consent. No portion of this RFP may be reproduced without NMC's prior written consent.

2.15. The successful bidder must perform all work unless NMC specifically approves subcontracting in writing prior to the commencement of any work related to this RFP.

2.16. The successful bidder is an independent contractor, licensed and bonded as necessary, and is solely responsible for employment, acts, omissions, insurance, control and direction of its employees. The bidder agrees to indemnify and hold harmless Northwestern Michigan College, its trustees, officers, employees and agents from any and all damages, injury, loss, claims, demands, or causes of action in the event that the bidder

fails or neglects to provide appropriate insurance coverage for its employees while working in performance of this contract at Northwestern Michigan College, including but not limited to payment of any claims.

2.17. Any personal injury to the bidder, its successors, assigns, employees, agents, subcontractors or third parties or any property damage incurred in the performance of this agreement shall be the responsibility of the bidder. The bidder agrees to restore or make whole any loss of or damage to the property of Northwestern Michigan College incurred during the performance of this agreement.

2.18. Bidder agrees to accept NMC's standard payment terms, which are Net 30. Prices quoted in bidder's response shall be FOB Northwestern Michigan College unless otherwise specified. All items on the bidder's response will be itemized, and all charges and discounts shall be clearly shown.

2.19. All responses to this RFP become the sole property of NMC and are subject to Freedom of Information Act requests.

2.20. Commercial General and Umbrella Liability Insurance. Company shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall be at least twice the each-occurrence limit. . CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. Northwestern Michigan College, its elected and appointed officials, employees, students, agents, and volunteers shall be included as additional insured under the CGL. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Indemnitees. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

2.21. Automobile and Umbrella Liability Insurance. Company shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non owned autos).

2.22. Workers Compensation Insurance. Company shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily

injury by disease.

### **SECTION 3 SCOPE OF WORK**

The scope of this proposal is to identify a single vendor for **Waste and Recycling pickup and removal** at all NMC's campuses in Traverse City, MI. Contract to be for three (3) year with possible yearly extensions for up to two additional (2) years. It is the contractor's responsibility to visit the sites and understand the scope of the services to be provided.

#### **Specifications and Expectations**

- Contractor to supply all waste dumpsters for this proposal. Dumpsters are to be kept in acceptable condition at all times. Costs quoted in the bid are to include the supplying, pickup and dumping of these containers.
- Contractor to abide by all local, county, state and federal laws, mandates and guidelines concerning the collection, haul and dumping of waste. Waste from NMC is typical of household waste. Hazmat and other restricted materials are kept out of the waste stream for this contract.
- Contractor to participate and aid in NMC's recycling program.
- The contractor's operator personnel and equipment must meet all local, state and federal guidelines and licensing as specified by MDOT & DOT.
- Contractor to have levels of insurance coverage at levels acceptable to NMC, with NMC as an additional name insured.
- Contractor must be flexible to changes to the pickup schedule, reductions or increase to service levels, additional pickups and removal or moving of waste dumpsters, as NMC deems necessary.
- Temporary roll off containers or 6-8 yard dumpsters for short durations will be needed from time to time during this contract. Include the cost to deliver, pickup and dump them in your bid.



- NMC is exempt from state sales taxes.
- See attached **schedule A** for types and locations of dumpsters to be provided and serviced.
- Invoicing to be done monthly by location.
- Four (4) hour response from customer service required Monday-Friday.
- 24 hour response to a service request required.

#### **SECTION 4 VENDOR QUALIFICATION CRITERIA**

4.01 Provide an organizational chart or narrative of your firms' structure and ownership. Include the number of years the company has been in operation.

4.02 List 3-6 similar projects completed within the last five (5) years.

4.03 Include a list of three (3) customer references with your bid for companies or organizations of similar size to NMC.

**SIGNATURE PAGE**

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**THIS SIGNATURE PAGE MUST BE RETURNED TO ENSURE A VALID PROPOSAL. PROPOSALS SUBMITTED WITHOUT THIS SIGNATURE PAGE CAN BE RENDERED INVALID. NORTHWESTERN MICHIGAN COLLEGE'S STANDARD TERMS AND CONDITIONS SHALL APPLY.**

**TERMS: \_NET 30                      E.I.N. \_\_\_\_\_**

**COMPANY NAME: \_\_\_\_\_**

**SIGNATURE: \_\_\_\_\_**

**PRINTED NAME: \_\_\_\_\_                      TITLE: \_\_\_\_\_**

**PHONE#: \_\_\_\_\_                      FAX#: \_\_\_\_\_**

Cost to provide temporary 6-8 yard containers \_\_\_\_\_

Cost to provide temporary 20, 30 & 40 yard roll off containers \_\_\_\_\_

Cost to do an additional pickup at any location \_\_\_\_\_

Cost to move/relocated containers \_\_\_\_\_

Do you charge fuel surcharges \_\_\_\_\_? How are they calculated \_\_\_\_\_?

Do you charge for additional environmental charges, fees or taxes \_\_\_\_\_?

What are they and how are they calculated \_\_\_\_\_

## SCHEDULE A

LOCATION	ADDRESS	SERVICE	Pickup Schedule	BID
Apartments	1701 E. Front Street	8YD TRASH 3XWK	M-W-F	_____
Great Lakes Campus	715 E. Front Street	6YD TRASH 2XWK 8YD CB 2XWK 6 Recycle Totes 1XWK CURRENTLY NO CHARGE	M--F M W	_____ _____ _____
Aviation Center	2550 Aero Park Dr	2YD TRASH EOW 1XWK	1st, 3rd Fri	_____
Auto Tech	2510 Aero Park Dr	4 YD EOW 1XWK	1st, 3rd Fri	_____
Aero Park Labs	2525 Aero Park Dr	6YD TRASH EOW 6YD TRASH EOW 1XWK 6YD CB EOW	F W Tu	_____ _____ _____
Parsons-Stulen	2600 Aero Park Dr	6YD TRASH 1 XWK 6YD CB EOW 1XWK	F Tu	_____ _____
University Center	2200 Dendrinos Dr	6YD TRASH 2XWK 6YD CB 1XWK	M-F W	_____ _____
Facilities	1701 E. Front St	8YD TRASH 3XWK 8YD CB 1XWK	M-W-F M	_____ _____
East Hall/Cafeteria	1701 E. Front St	8YD TRASH 5XWK 8YD CB 3XWK 1 96REC TOTE NO CHARGE	M-F M-W-F W	_____ _____ _____
North Hall	1701 E. Front St	8YD TRASH 3XWK 2 96 GAL TOTES/CURRENTLY NO CHARGE FOR THIS	M-W-F	_____

The Farm

2005 Eastern Ave

30YD SOLID WASTE

MONTHLY \_\_\_\_\_

**Total Cost Yearly:**

\$ \_\_\_\_\_