

ISABELLA COUNTY
REQUEST FOR PROPOSALS



Services Solicited

ISSUED BY ISABELLA COUNTY BOARD OF COMMISSIONERS

ISSUE DATE: August 4, 2025

DUE DATE OF PROPOSALS: September 12, 2025 at 2:00 pm

Rev: 08.01.2025



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1) ISABELLA COUNTY REQUEST FOR PROPOSALS

Isabella County issues this Request for Proposals (the “RFP”) to solicit proposals from qualified professional firms for the provision of a new Material Recovery Facility (“MRF”) processing system. The County seeks to acquire high-performance equipment that supports the County's goals of increased landfill diversion, operational efficiency, and sustainability. Equipment should demonstrate proven operational performance and cost-effectiveness. The County desires a brief description of the end-product deliverables that will ensure a successful project.

A. Purpose

The County of Isabella, Michigan (the “Owner”) is soliciting Proposals for a Supplier to enter into a contract for Design/Build of a MRF for safe, effective, and sustainable processing and marketing of recovered recyclables from a single-stream collection stream. The Isabella County MRF will serve a mid-Michigan collection of counties and local units of government.

It is the County’s goal to develop a regional MRF that is large enough to cost-effectively process residential single-stream recyclables, rural drop-off recyclables, and commercial, institutional, and industrial materials. County staff have actively assessed regional interest in such processing as part of the Materials Management Planning (MMP) process required by Michigan’s Department of Environment, Great Lakes, and Energy (EGLE). As part of this effort, each of the seven counties participating with Isabella in the planning process will need to identify a destination for their future recycling system. Each of the counties joining the MMP effort is aware and currently supportive of Isabella’s desire to build a regional MRF.

B. Background

In 2022 and 2023, Isabella County commissioned a comprehensive evaluation of its recycling infrastructure, culminating in the MRF Evaluation Report prepared by RRS. The study analyzed current waste disposal and recovery patterns, revealing that approximately 98% of the County’s municipal solid waste is landfilled, despite the presence of substantial recoverable material and identified a regional appetite for building and utilizing a regional publicly owned MRF. The report assessed the feasibility of transitioning to a single-stream recycling system and concluded that a new 7 to 10 tons-per-hour (TPH) Materials Recovery Facility would be necessary to handle projected volumes and support potential regional partnerships. These findings provide the foundation for issuing an equipment procurement RFP, a key step toward acquiring the processing systems needed to meet performance, efficiency, and automation goals identified in the study.

C. Objective

Scope of Services

Respondents must provide:

1. Detailed technical specifications of proposed equipment suitable for mid-sized municipal recycling operations.
2. Description of performance capabilities (e.g., throughput, contamination rates, automation levels).
3. MRF equipment design, manufacture, transportation, installation and startup services.
4. Acceptance procedure to be used for testing and validation of the MRF equipment solicited prior to its final acceptance.



5. Warranty details and service/maintenance plans.

D. Report Requirements

The successful firm will be responsible for providing County Administration with reports, whether written or otherwise, about the progress experienced in the design, delivery, installation and acceptance of the MRF equipment at completion intervals of at least thirty (30), sixty (60) and ninety (90) percent.

E. Contract Amount

It is agreed between the County and the successful firm that in consideration for the design, manufacture, transportation, installation and acceptance of the MRF equipment and any associated services as specified in the successful proposal, the County shall pay to the successful firm the total of the purchase price as detailed in the proposal and accepted by the County. The final contract amount shall be based on the actual equipment delivered and accepted by the County, including any approved changes or additions, as authorized in writing by the County Administrator/Controller.

F. Term

This Agreement shall remain in effect until the successful design, manufacture, transportation, installation and startup of the MRF equipment by the County unless terminated earlier by either party upon 30 days written notice. Notwithstanding termination, all warranties, guarantees, indemnities, and other obligations concerning the equipment shall survive for the duration specified in this Agreement or as required by law.

2) **GENERAL INFORMATION FOR CONTRACTORS**

A. Project Administrator

Jake Borton is the sole point of contact for this procurement. All communication between prospective proposers and the County upon receipt of this RFP shall be with the Director, Material Recovery Facility, as follows:

Jake Borton, Director
Isabella County Material Recovery Facility
4208 E. River Rd.
Mount Pleasant, MI 48858

Telephone: (989) 773-9631
E-mail: jborton@isabellacounty.org

Any other communication will be considered unofficial and non-binding on the County. Communication directed at parties other than Jake Borton may result in the disqualification of the prospective proposer.



B. Estimated Schedule of Procurement Activities

Issue Request for Proposals	Date
RFP Issued	August 4, 2025
MRF site and building pre-bid visit period at the Isabella County Material Recovery Facility, 4208 E. River Rd, Mt. Pleasant, MI 48858.	August 11, 2025 – September 5, 2025
Proposals Due	September 12, 2025

The County will provide the opportunity for Respondents to visit the existing Isabella County MRF site and building during the period between August 11, 2025 and September 5, 2025. Site visits and tours will need to be arranged ahead of time with Director Jake Borton.

C. Submission of Proposals

To be considered, five (5) copies of a proposal must be received by the Administrator/Controller's Office at 510 W. Pickard St., Mt. Pleasant, MI 48858, by 2:00 pm on September 12, 2025. In addition, a PDF copy is to be emailed to the Administrator/Controller, Brian Smith at bsmith@isabellacounty.org. Isabella County reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by County personnel as determined by the County Administrator/Controller, with final approval by the Board of Commissioners. The envelope submitted should be clearly marked ISABELLA COUNTY MRF EQUIPMENT PROCUREMENT PROPOSAL and addressed to the attention of Brian Smith, Administrator/Controller, Isabella County.

Proposers who mail proposals should allow normal mail delivery time to ensure timely receipt of their proposals at the County Administrator/Controller's Office. Respondents assume the risk for the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of Isabella County and will not be returned.

Respondents are requested to be brief in response. The inclusion of extraneous information beyond the description of service and project approach is discouraged.



D. Proprietary Information and Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of Isabella County. All proposals received shall remain confidential until the deadline for submission of proposals has expired, as provided by Michigan statute (MCL 15.243(1)(i)), the Freedom of Information Act.

E. Revisions to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be reduced to writing and submitted to all prospective proposers known to the County. For this purpose, the published questions and answers and any other pertinent information will be considered an addendum to the RFP and will be provided to prospective proposers.

The County reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

F. Acceptance Testing and Warranty

Proposals must provide one hundred twenty (120) days for acceptance by the County from the due date for receipt of proposals.

Prior to final acceptance, all equipment provided under this contract must undergo on-site testing to confirm it operates safely, reliably, and according to the performance requirements outlined in this RFP. Acceptance testing will include, at a minimum:

- Verification of proper installation and start-up;
- Testing of all safety systems and controls;
- Demonstration of system throughput and recovery rates based on agreed material specifications; and
- Identification and correction of any defects or deficiencies.

Final payment will not be made until the County confirms, in writing, that the equipment has successfully passed all acceptance tests. The supplier must provide qualified technicians to support installation, start-up, and testing activities.

The Firm warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, the Firm shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Firm requesting such repairs or replacement, the Firm should neglect to make or undertake with due diligence to the same, the County may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Firm's expense. The Firm will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.

G. Responsiveness

All proposals will be reviewed by the Administrator/Controller's Office to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The County also reserves



the right, at its sole discretion, to waive minor administrative irregularities.

H. Most Favorable Terms

The County reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the respondent can propose. The County reserves the right to contact a respondent for clarification of their proposal.

The Respondent should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some of, or the entire, Respondent proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the County.

I. Costs of Proposal

The County will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conducting a presentation, or any other activities related to responding to this RFP.

J. No Obligation Contract

This RFP does not obligate the Isabella County Board of Commissioners to award a contract for equipment procurement specified herein.

K. Rejection of Proposals

The County reserves the right at its sole discretion to reject any and all proposals received without penalty and to not issue a contract as a result of this RFP.

L. Failure to Comply

The Respondent is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

M. Commitment of Funds

The Board of Commissioners or its delegate(s) are the only individuals who may legally commit the County to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

N. Signatures

The Letter of Submittal and the Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship.

O. Iran Linked Business

The Respondent must certify to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Firm, are an "Iran linked business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran,



within the meaning of the Iran Economic Sanctions Act, Michigan Public Act 517 of 2012 (MCL 129.311 et seq.). The Respondent shall not become an “Iran linked business” during the term of the contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

P. Equal Employment and Non-Discrimination Compliance

The Firm shall comply with all federal and state equal employment opportunity laws, including but not limited to Title VI of the Civil Rights Act, Michigan’s Elliott-Larsen Civil Rights Act, and Michigan’s Persons With Disabilities Civil Rights Act. Discrimination on the basis of race, religion, color, sex, sexual orientation, gender identity or expression, national origin, age, disability, or any other legally protected status is prohibited.

3) GENERAL CONTRACT TERMS AND CONDITIONS

A. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Respondent on the Letter of Interest or Cover Letter. The Respondent must be legally authorized to execute the Letter of Interest or Cover Letter together with the Contractual obligations. By submitting a proposal, the Respondent accepts all terms and conditions including compensation, as set forth herein. A Respondent shall identify clearly and thoroughly any variations between its proposal and the Owner’s RFP requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.

B. Execution, Correlation, Intent, and Interpretations

The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property.

C. Permits, Fees, & Notices

The Firm shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the County, bearing on the performance of the Work. If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If



the Firm performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Purchasing Agent, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.

D. The Owner

The Owner is the County of Isabella, Michigan (County) and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Firm shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Firm's Application for Payment, the Owner will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Firm, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.

E. Firm

The Firm is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence Work without clarifying Drawings, Specifications, or Interpretations.

F. Contractor Responsibilities and Performance of the Contract

The Firm shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract. The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Work under a Contract with the Firm. The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of the resulting Contract award.

G. Sub-Contractors

A Sub-Contractor is a person or organization who has a direct Contract with the Firm to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or its authorized representative.

H. Award of Sub-Contractors & Other Contracts for Portions of the Work

As soon as practicable after bids are received and prior to the award of the Contract, the successful Firm shall furnish to the Owner, in writing for acceptance, a list of the names of the Sub-Contractors



or other persons or organizations proposed for such portions of the Work as may be designated in the proposal requirements, or, if none is so designated, the names of the Sub-Contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Firm in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Firm may, prior to the award, withdraw its proposal without forfeiture of proposal security. If the successful Firm submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Firm. If, after the award, the Owner refuses to accept any person or organization on such list, the Firm shall submit an acceptable substitute, and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Firm has acted promptly and responsively in submitting a name with respect thereto prior to the award.

I. Use of the Site

The Firm shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

J. Cleanup

The Firm at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all its waste materials and rubbish from and about the project, as well as all its equipment and surplus materials.

K. Miscellaneous Conditions

Material Availability: Firms must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the Respondent to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

L. Time

Time is of the essence with respect to the time of completion of the Project and any other milestones or deadlines which are part of the Contract. It will be necessary for each Respondent to satisfy the County of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the Work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.

M. Performance & Payment Bonds

After design and construction documents completion, but prior to construction commencement, Firm shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract amount as security for the faithful performance and payment of all Firm's obligations



under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Firm shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Michigan and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Firm is declared bankrupt, or becomes insolvent, or its rights to do business in Michigan are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Firm shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the County.

N. Retention

The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract. This is related only to the construction portion of the Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

O. Liquidated Damages for Failure to Enter into Contract

Should the Successful Respondent fail or refuse to enter into the Contract within Thirty Calendar Days from the issuance of the Notice of Award, the County shall be entitled to collect the amount of such Respondent's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the County and the Successful Respondent of all claims arising from the County's issuance of the Notice of Award and the Successful Respondent's failure to enter into the Contract and the costs to award the Contract to any other Respondent, to readvertise, or otherwise dispose of the Work as the County may determine best serves its interest.

P. Delay Damages for Failure to Meet Project Completion Schedule

If the Firm does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the Parties agree and stipulate that the Firm shall pay liquidated damages to the County for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the County. The date for Final Completion may be extended in writing by the Owner.

The Firm agrees that as a part of the consideration for the County's awarding of this Contract liquidated damages in the daily amount of **\$1,000.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the County for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the County and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the County; perceived inefficiency of the County; citizens having to deal with the construction and the Work, rather than having the benefit of completed Work, on time; inconvenience to the public; loss of reputation and community standing for the County during times when such things are very important and very difficult to maintain.

The Firm must complete the Work and achieve final completion included under the Bid Schedule in



the number of consecutive calendar days after the County gives is written Notice to Proceed. When the Firm considers the entire Work ready for its intended use, the Firm shall certify in writing that the Work is fully complete. Final Completion date is the date by which the Firm shall have fully completed all clean-up, and all items that were identified by the County in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished, and the Contract time shall continue to accrue until the County gives its written Final Acceptance.

If the Firm fails to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the County shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Firm's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the County may withhold all, or any part of, such liquidated damages from any payment otherwise due the Firm.

Liquidated damages as provided do not include any sums to reimburse the County for extra costs which the County may become obligated to pay on other Contracts which were delayed or extended because of the Firm's failure to complete the Work within the Contract Time. Should the County incur additional costs because of delays or extensions to other Contracts resulting from the Firm's failure of timely performance, the Firm agrees to pay these costs that the County incurs because of the Firm's delay, and these payments are separate from and in addition to any liquidated damages.

The Firm agrees that the County may use its own forces or hire other parties to obtain Final Completion of the Work if the time of completion has elapsed and the Firm is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Firm agrees to reimburse the County for all expenses thus incurred.

[Q. Claims for Additional Cost or Time](#)

If the Firm wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Firm before proceeding to execute the Work, except in an emergency endangering life or property in which case the Firm shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.

[R. Minor Changes in Work/Field Orders](#)

The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents. The Owner may also issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the Contract sum or time. The Firm shall carry out such Field Orders promptly.

[S. Progress & Completion](#)

The Firm shall begin Work on the date of commencement as defined in the Contract and shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract time.



T. Payment & Completion

The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when the Work is found acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Work performed and materials placed in accordance with the Contract Documents. The Work performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Work in the applicable community. The Work and Services to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

U. Protection of Persons & Property

The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the Work, or in consequence of the non-execution thereof by the Firm, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

V. Changes in the Work

The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such changes to the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract documents. A Change Order is a written order to the Firm signed by the Owner after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.

W. Uncovering & Correction of Work

The Firm shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Firm shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within two (2) years after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract Documents, the Firm shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Firm a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents



without cost to the Owner. The Firm shall bear the cost of making good all Work of separate Firms destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Firm.

X. Acceptance Not Waiver

The Owner's acceptance or approval of any Work furnished hereunder shall not in any way relieve the Firm of its present responsibility to maintain the high quality, integrity, and timeliness of its Work. The Owner's approval or acceptance of, or payment for, any equipment and/or services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.

Y. Change Order/Amendment

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.

Z. Assignment

The Respondent shall not sell, assign, transfer or convey any Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

AA. Compliance with Laws

Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the MRF equipment design, manufacture, transportation, installation and startup services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

BB. Debarment/Suspension

The Firm hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.

CC. Confidentiality

All information disclosed by the Owner to the Respondent for the purpose of the Work to be done or information that comes to the attention of the Respondent during the course of performing such Work is to be kept strictly confidential.

DD. Conflict of Interest

No public official and/or Owner employee shall have interest in any Contract resulting from this RFP.

EE. Contract

This Request for Proposal submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an equally binding contract between the Owner and Respondent. The Contract



represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendments by the Project Manager/Administrator.

The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Work proposed or performed by the Firm. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.

FF. Contract Termination

This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

GG. Failure to Deliver

In the event of failure of the Respondent to deliver the Work in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Respondent responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

HH. Failure to Enforce

Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

II. Force Majeure

The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm, unless otherwise specified in the Contract.

JJ. Indemnification

Respondent shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Respondent, or of any Respondent's agent, employee, Sub-Contractor or supplier in the execution of, or performance under, any Contract which may result from proposal award. Respondent shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

KK. Independent Firm

The Respondent shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall at no time be legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract payments to the Firm, any federal or state



unemployment taxes, federal or state income taxes, Social Security Tax, or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

LL. Nonconforming Terms and Conditions

A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Respondent to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

MM. Ownership

The contents of the proposal and the approval drawings shall become the property of the Owner. All drawings, specifications, copies, and information furnished by the Owner are, and shall remain, Owner property.

NN. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

OO. Patents/Copyrights

The Respondent agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Respondent for any/all suits arising on the grounds of patent(s)/copyright(s) infringement.

PP. Remedies

The Respondent and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

QQ. Venue

Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the State of Michigan. Venue for any legal proceedings shall be governed by Michigan law and the Michigan Court Rules.

RR. Expenses

Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.

SS. Governmental Immunity

The Owner specifically reserves its right to governmental immunity pursuant to Michigan Law as a defense to any action arising in conjunction to this agreement.

TT. Public Funds/Non-Appropriation of Funds

Funds for payment have been provided through the Owner's budget approved by the County Board of Commissioners for the stated fiscal year only. State of Michigan statutes prohibit the obligation and



expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the Owner's fiscal year shall be subject to budget approval. Any Contract will be subject to and must contain a governmental non-appropriation of funds clause.

UU. Safety Warranty

Respondent warrants that the equipment procured under the terms of this RFP shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

VV. Benefit Claims

The Owner shall not provide to the Respondent any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

WW. Default

The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules or otherwise performs in accordance with the accepted proposal. Breach of Contract or default authorizes the Owner to purchase like MRF equipment design, manufacture, transportation, installation and acceptance services elsewhere and charge the full increase in cost to the defaulting Respondent.

XX. Multiple Offers

If said Respondent chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make an award in the best interest of the Owner.

YY. Definitions

- a) "Firm" refers to the person, partnership, firm, or corporation entering into an Agreement with the Owner for the MRF equipment design, manufacture, transportation, installation and startup services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- b) "Respondent" refers to the person or persons legally authorized by the Firm to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.
- c) The term "Work" and/or "Service" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- d) "Owner" is the County of Isabella, Michigan, and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Firm shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Firm's Application for Payment, the Owner will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure



the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Firm, and Sub- Firm, or any of its agents or employees, or any other persons performing any of the Work.

- e) "Sub-Contractor" is a person or organization who has a direct Contract with the Firm to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract documents and means a Sub-Contractor or its authorized representative.

4) INSURANCE

A. Insurance Requirements:

The selected Firm agrees to procure and maintain, at its own cost, insurance policies sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

- a) Worker Compensation: Firm shall comply with all State of Michigan Laws, Rules, and Regulations concerning Workers' Compensation insurance coverage.
- b) General Liability insurance with minimum combined single limits of: FIVE MILLION DOLLARS (\$5,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) per job aggregate. The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for Contractual and employee acts), blanket Contractual, products, and completed operations. The policy shall contain a severability of interest provision.
- c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than: ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the manufacture, delivery, installation and acceptance of the equipment procured. The policy shall contain a severability of interest provision.
- d) Professional Liability & Errors and Omissions Insurance policy with a minimum of: FIVE MILLION DOLLARS (\$5,000,000) per claim
- e) This policy shall provide coverage to protect the County against liability incurred as a result of the professional services performed as a result of responding to this Solicitation and Contract.
- f) Builder's Risk Insurance with minimum combined single limits of: FIVE MILLION DOLLARS (\$5,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) per



- job aggregate.
- g) Firm/Contractor is required to have a Builders Risk insurance policy or endorsement for building footprint change at no less than the value/amount of the awarded Contract.
 - h) Firm/Contractor is required to have an Installation Floater insurance policy or endorsement for renovation, repair, or replacement construction no less than the value/amount of the awarded Contract.
 - i) Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the County of Isabella, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

5) TECHNICAL SPECIFICATIONS

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified and professional Firms specializing in the design and construction of a local Materials Recovery Facility (MRF) that minimizes life cycle costs and maximizes its sustainability initiatives (including landfill diversion) and overall economic profitability/viability.

This Solicitation contemplates the design and construction of an MRF utilizing the site, building and existing facility at 4208 E. River Road, Mt. Pleasant, MI. The successful Supplier for the MRF Equipment and related services will use best practices to design the system to capture and sort the most recyclables for the highest value, while affording the County with an economically attractive cost of processing. The successful Respondent must demonstrate satisfaction that its proposal is:

- (1) consistent with the goals and objectives;
- (2) the best value
- (3) environmentally-sound; and
- (4) in compliance with Applicable Law.

A. Site and Building Layout

The existing Isabella County MRF is located on a parcel of just over 5 acres. The site includes a 14,000-square-foot steel-frame building with a tip floor, limited material recovery processing equipment, and two balers. The current layout is constrained, particularly at the tip floor, which has limited capacity and impedes the efficient flow of materials, vehicles, and equipment. Site access is also challenged by a single entry/exit point and limited traffic circulation areas.

At the recommendation of the RRS MRF Evaluation Report, two improvements to the existing building were proposed. Expanding the tip floor will allow the facility to effectively manage a minimum throughput of 7 tons per hour (TPH) of incoming material, with the capability to scale operations up to 10 TPH as processing needs grow. This expansion will also enhance safety and improve the efficiency of vehicle traffic flow. Additionally, adding covered storage for sorted materials will reduce contamination risks and protect materials from weather-related damage. These enhancements are essential to support a scalable, higher capacity operation and facilitate the transition to a fully automated MRF. Exhibit F, Isabella County MRF Site and Building Plan, illustrates the building layout and one feasible equipment configuration that Respondents may use to guide their recycling



equipment system proposals.

B. Performance Requirements & Throughput

The performance requirements for the MRF equipment being solicited to be obtained as a result of this RFP include the following:

Material Quantities and Composition

The material quantities and composition (characterization) outlined in the tables below represent the County's expectations of single-stream recycling volume that the facility should be designed to process. There is gradual growth over time that is driven by the region's Material Management Planning (MMP) process whose focus is on the development of statewide higher recycling rates. Respondents are encouraged to submit a proposal that can efficiently process 10,000-15,000 TPY on a single shift, with the ability to expand through new equipment or shift expansion to reach higher volumes.

	2027	2028	2029	2030
Annual Single Stream Tonnage	6,000	8,000	11,000	15,000

Performance Requirements and Regional Composition

C. Performance Requirements: Primary Sorts

Along with the sorts identified below, the County anticipates a certain amount of clean commercial loads coming to the site. Respondents are expected to account for taking clean loads in their design to enable efficient handling. Respondents are expected to review the following sorts that are believed to be necessary at this facility. The following table lists the Primary Commodities and their respective portion of the incoming material stream that should inform the proposed equipment layout and pricing of the Base Fixed Price.

Primary Commodities			
Paper		Plastics	
OCC	33.0%	PET	4.0%
Mixed Paper	28.2%	HDPE- Natural	1.0%
Cartons	0.3%	HDPE - Color	1.4%
		Poly-Propylene	2.5%
Metals		EPS	~
UBC	0.8%		
Other Aluminum	~	Mixed Glass	14.0%
Steel	2.1%	Residue	12.5%
Scrap Metal	0.2%	TOTAL	100.0%



The successful firm will perform all services under this Agreement in a timely and professional manner, using the customary level of care suitable for the design, manufacture, transportation and installation services performed and in compliance with all applicable laws, rules, and regulations. All services performed under this Agreement are subject to the County's continuing rights of review, inspection, and approval.

6) PREPARATION AND SUBMITTAL OF PROPOSALS

Respondents are required to indicate interest in this Project, show specific and relevant experience and address its capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted A to I, in response to the following:

A. Cover Letter

A cover letter shall be provided which explains the Respondent's interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as the Respondent's principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Respondent. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Respondent. By submitting a response to this solicitation, the Respondent agrees to all requirements herein.

B. Qualifications/Experience/Credentials

Respondents shall provide their qualifications for consideration as a Contract provider to the County and include prior experience in similar projects. In addition to responsiveness to the Performance Requirements described previously, Respondents shall also provide the following information with their proposal submittal:

Information provided shall include but is not limited to:

- Organizational chart of the company and/or project team;
- Identification of key personnel;
- Professional qualifications, resumes and functions of personnel who will be assigned to the Project;
- Specific related project experience of personnel;
- Personnel availability and time commitment proposed to meet the project schedule.

Key personnel will be committed to this Project and can only be changed by approval of the County. Provide a summary of the experience of key personnel:

- List the most recent projects first. Include project owner and contact reference, project location, scope of project, construction cost, project duration and completion date. Additional discussion of key personnel experience can be provided as a narrative in the RFP.
- Discuss the experience of the key personnel working together on past similar projects. List previous projects and roles of the key personnel. Provide client references and resumes of key personnel.
- Discuss goals and challenges on previous projects that the team was involved in and how goals were met, and challenges were addressed by key personnel.
- Discuss projects with change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration.



- Describe circumstances that led to the change orders or delays and how the issues were resolved with the Owner.

C. Strategy and Implementation Plan

Describe the Firm's interpretation of the County's objectives with regard to this RFP. Describe the proposed Design/Build management strategy and/or plan for achieving the objectives of this RFP. At a minimum, the proposal must cover the following points:

- Cost control
- Provide a detailed timeline (schedule) for design, procurement, construction, and startup.
- Operations plan assumptions: Be clear on any key operational assumptions and design criteria. (e.g. staffing plan, shifts, batch strategies)
- Include an organizational chart for facility operations outlining personnel roles and responsibilities for all personnel who will be needed to operate the facility based on the Respondent's design. Be sure to include a base level of information about each role (technical training required, leadership position, etc.)
- Describe any modifications to the MRF site and building that will be required to accommodate the proposed design.
- Provide a detailed description, including a narrative of the proposed processing equipment and control systems to be installed at the MRF site. Provide plan and elevation drawings as needed to explain equipment arrangement.
- Describe building spaces used for tipping, processing, and bale storage, and estimated storage capacity.

Provide facility design specifications for the following parameters. These will be interpreted as guarantees for the proposed design and the Respondent will be held to meeting these parameters.

Parameter	Specification
Daily Throughput specifying hours of operation	
Staffing requirement to achieve daily throughput in operating hours specified above.	
Recovery Rate (% of Recyclables in Residual by Commodity)	
Up Time (% of Scheduled Operation Time in Production)	
Purity Rate (by Commodity - % of targeted materials recovered from overall mix)	

- Include equipment description list, ID, and equipment function. Ensure key equipment is identified on equipment arrangement drawing.
- The Respondent shall include with the proposal, any documentation of the status of existing permits, licenses, and other approvals from state and local sources. The Firm shall identify and explain any regulatory citations, notice of violations (NOV's), and other pending regulatory actions taken against the Respondent for the last two years.
- Provide a description of required routine maintenance activities for each major piece of equipment.



- Provide an overview and description of how Respondent will support ongoing operations for fixed equipment, as well as software and control systems.

The Respondent may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the Scope of MRF equipment design, manufacture, transportation, installation and startup Services. In the Exhibit E there is a proposed structure that can be used to answer many of the questions in this section. The narrative should describe a logical progression of tasks and efforts, starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a time schedule for completion of the implementation plan and an estimate of time commitments from the County.

D. Current and Anticipated Workload

Describe the Firm's current workload and expectations in coordinating the Firm's current projects, anticipated projects, and this project.

E. Fee Proposal

Complete the table in Exhibit D. Be sure to provide itemized costs for equipment so that the County can submit for reimbursement for specific grant or loan programs that are utilized for procurement of MRF equipment. For example, the County will be applying to the EGLE for funds from its Recycling Grant Infrastructure Fund.

F. Staffing Plan

The County is seeking an equipment system design that balances capital costs with reduced reliance on manual sorting staff. Respondents shall explain the design approach used to achieve this objective and, if applicable, provide alternative equipment designs and pricing options that allow the County to select the most effective solution for minimizing sorting labor requirements. Exhibit E requires a staffing breakout and overview.

G. Existing Equipment

Proposers shall include in their proposal the cost of removing the existing dual-stream processing equipment as part of the project scope. This includes all labor, equipment, and disposal or recycling costs associated with dismantling and removing the current system. Proposers shall also account for any revenue generated from the sale of scrap materials, which should be reflected as a credit for the overall project cost. In addition, proposers must coordinate with the County to relocate and securely store the existing baler at a designated location near the MRF site for the duration of the project. Where credit for the resale of the existing equipment is anticipated, this value should be entered on the Capital Cost Proposal in Exhibit D.

H. Additional Data (optional)

Provide any additional information that will aid in evaluation of the Respondent's qualifications with respect to this project.

I. Financial Statements

If selected, Respondent is required to provide an audited financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the Respondent



possesses adequate financial ability and stability to enable the Respondent to fulfill its obligations under the terms of this RFP. If requested by the Respondent, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will provide the design, manufacture, transport, and installation services for the MRF equipment requested by this solicitation. If the Respondent is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

J. Claims, Settlements, and Litigations

The Firm must provide a history for the last five years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$100,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Firm must provide the following:

1. The name of the claim, arbitration, litigation or action;
2. The amount at issue or the criminal charges alleged; and
3. The status or final disposition of the case.

The Firm must also provide details of any current or threatened legal actions against the Firm or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a government contracting with the Firm or its parent company for equipment and services relating to solid waste management, or against such a government by the Firm or its parent company or joint venture company(ies). For each action, the Firm must provide the following:

1. The name of the action and the court in which the action is pending; and
2. The action number and the amount at issue.

The Firm shall provide a list of all enforcement actions taken against it during the last five years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Michigan Department of Environment, Great Lakes and Energy, or any local enforcement agency. The list shall include the name of the regulatory agency and the date of enforcement action.

The Firm shall inform the County whether it has had a permit, franchise, license, entitlements, or business licenses that have been revoked or suspended in the last five years. The Firm must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five years.

7) EVALUATION CRITERIA AND FACTORS

Given the growth nature of this Project, the Respondents are encouraged to present a “optional equipment packages” for use when certain throughput tonnage benchmarks are met or when new material types need recovery. The County desires to be capital-efficient upfront while volumes are low, but wants the system to be designed in a way that will facilitate the addition of new future capacity at a reasonable cost.



A. Minimum Qualifications

Proposals will be considered from firms who:

- a) Are licensed to do business in the State of Michigan.
- b) Possess the necessary qualifications and competencies to perform the work proposed.
- c) Employ key staff that will be assigned to the County who have completed at least three (3) projects of similar scope within the public sector and be able to provide references from at least three (3) municipal clients for which MRF equipment design, manufacture, transportation, installation and startup services were rendered.

Firms that do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

B. Evaluation

An evaluation team will review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of MRF equipment design, manufacture, transportation, installation and startup Services.

C. Intent

Only Respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicates the Respondent's ability to provide the MRF equipment design, manufacture, transportation, installation and startup Services.

D. Criteria and Scoring

Submittal evaluations will be made in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (**with weighted values**):

Scoring Category	Points	Description
1. Submittal Responsiveness	5	Proposal is complete, comprehensive, and fully conforms to all RFP requirements, including form completion.
2. Financial Stability	5	Demonstrates strong financial health with no significant risk of insolvency or bankruptcy.
3. Operational Quality & Safety	30	Assesses technical capabilities, facility design, maintenance, safety features, recovery rates, marketability of materials, and operational reliability.
4. Cost to Operate	25	Evaluates positively for projected operational costs, including staffing levels, utilities, third-party costs, and operational efficiency.
5. Flexibility	10	Creates sufficient adaptability to handle volume growth, changing market demands, and evolving sort requirements.
6. Implementation Time	10	Considers the proposed schedule for procurement, installation, commissioning, and full system functionality.
Subtotal	85	
7. Capital Costs	15	Presents one-time capital expenses for equipment and facility upgrades without price indexing.
TOTAL	100	



E. Oral Interviews

The County reserves the right to invite the Respondent(s) rated as most qualified to participate in oral interviews, if needed.

F. Negotiation/Award

Respondents shall be ranked or disqualified based on the criteria listed in Section 6.2. The County reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm. The County also reserves the right to make clarifying inquiries regarding the proposed scope and pricing for each proposer in order to accomplish the receipt of the most responsive and cost-effective proposal for the supply of MRF equipment.

G. Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding, as determined by the Isabella County Board of Commissioners.

H. Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin upon award of a contract. Submitted proposals should address a tentative time frame, including estimated project duration and timeline.

I. RFP Time Schedule

Milestone	Date
Request for Proposal available	August 4, 2025
MRF site and building pre-bid visit period	August 11, 2025 – September 5, 2025
Inquiry deadline, no questions after this date	September 5, 2025
Final Addendum Posted	September 8, 2025
Submittal deadline for proposals	September 12, 2025, 2:00 PM
County evaluation of proposals completed by	September 26, 2025
Interviews and Vendor Site Tours (if required)	September 29 – October 3, 2025
Final selection	October 7, 2025
County Approval	October 22, 2025
Contract execution	October 24, 2025
Bonding and Insurance	November 3, 2025
Notice to Proceed	November 4, 2025

J. Proposal Content

Proposals must be submitted on eight and one-half by eleven (8½ x 11) inch paper, typed in Times New Roman twelve (12) point font, and separated into eight (8) major sections. The eight (8) major sections shall include:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A of this RFP)



2. Checklist for Responsiveness (Exhibit B of this RFP)
3. Detailed Equipment System Proposal
4. Cost Proposal
5. Certificate of Compliance with Public Act 517 of 2012 (Exhibit C of this RFP)
6. Request for Taxpayer Identification Number and Certification (IRS Form W-9)
7. References (at least three (3) of similar size and complexity)
8. Bid Bond

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Respondent in preparing a thorough response.

K. Letter of Submittal

The Letter of Submittal, the attached Certifications and Assurances form (See Exhibit A), and all RFP amendments must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship or their designee. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Respondent and any proposed subcontractors:

- a) Names, addresses, telephone numbers, e-mail addresses, and fax numbers of legal entity or individual with whom contract would be written.
- b) Name, address, and telephone number of each principal officer(s) (President, Vice President, and Treasurer, etc.).
- c) Legal status of the Respondent (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- d) Federal Employer Tax Identification number.
- e) Location of the firm/office from which the Respondent would operate.
- f) Identify any Isabella County employees or former County employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Respondent's organization. If following a review of this information, it is determined by the County that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of a contract.
- g) An expression of the firm's capabilities and experience for the MRF equipment design, manufacture, transportation, installation and startup services solicited including a brief statement of the proposer's understanding of the work to be done and no less than three (3) municipal references that demonstrate the firm's pertinent competencies.
- h) Firm's qualifications including names, educational, and experience backgrounds of pertinent team members who will be responsible for the services solicited.
- i) An indication of the type, number, and previous experience of staff you feel would be assigned to the County's project. Identification and a resume of the person who would be in charge of and others to be involved in the project.
- j) A work plan to include time estimates for each significant segment of the work and the staff level to be assigned, including the target date for completion, training and final execution and/or installation.



L. Specifications

Firms submitting proposals shall:

- a) Be authorized to do business in the State of Michigan.
- b) Have a favorable business reputation.
- c) Have a sound financial condition.
- d) Possess and demonstrate the ability and capacity to execute the MRF equipment design, manufacture, transportation, installation and startup services herein solicited.
- e) Spend the necessary time to understand the extent and complexities of the County of Isabella as it relates to the MRF equipment design, manufacture, transportation, installation and startup services solicited being truly representative of the County.

The firm selected will be an independent contractor and not an agent of the County. The Firm will be the sole employer of all persons used in the services solicited and will accept full responsibility for all lost or damaged property and injury to persons resulting from the execution of the contract, as well as for any claims made by or on behalf of the Firm's agents, servants, and employees arising out of their employment or work pertaining to the operation of the contract.

The County reserves the right to reject any or all proposals or to waive any irregularities in proposals.

M. References

List names, addresses, telephone numbers, e-mail addresses, fax numbers, and website addresses of at least three references for whom similar work for a municipality has been accomplished and briefly describe the type of service provided. The Respondent must grant permission to the County to contact the references. Do not include current Isabella County staff as references.

N. Related Information

- a) If the Respondent or any subcontractor contracted with Isabella County during the past twenty-four (24) months, provide a project description and/or other information available to identify the contract.
- b) If the Respondent's staff or subcontractor's staff was an employee of Isabella County during the past twenty-four (24) months, or is currently an Isabella County employee, identify the individual by name, the department previously or currently employed by, job title or position held and separation date.
- c) If the Respondent has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- d) Submit full details of the terms for default including the other party's name, address, and phone number. Present the Respondent's position on the matter. The County will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Respondent in the past five years, so indicate.

O. Cost Proposal

The evaluation process is designed to award this procurement not necessarily to the Respondent of least cost, but rather to the Respondent whose proposal best meets the requirements of this RFP.



Identify all costs, including expenses, associated with performing the MRF equipment design, manufacture, transportation, installation and startup services required to meet the contract's objectives. The Respondent must submit a comprehensive budget covering staff costs and any other expenses necessary to complete the tasks and deliverables under the contract.

Costs for subcontractors are to be broken out separately.

P. Bonding Requirements

Bid Bond

Each Proposal must be accompanied by a bid guarantee in an amount of equal to five percent (5%) of the total bid amount. Guarantee shall be in the form of a bid bond executed by an approved surety company, made payable to the County of Isabella. Bid guarantee shall run for a period of not less than ninety (90) days and shall be maintained during the period of time under contract for this procurement. If the successful proposer fails to furnish satisfactory Performance and Payment Bonds and insurance certificates within ten (10) business days after receipt of notice of award, such guarantee shall be forfeited to the County as liquidated damages.

Performance Bond

The successful bidder shall procure and maintain during the period of time under contract for this procurement, a Performance Bond to secure the faithful and complete performance of the contract. The Performance Bond shall be in an amount equal to 100% of the contract amount. The successful bidder shall furnish a satisfactory Performance Bond to Isabella County within ten (10) business days after receipt of notice of award.

Labor and Material Bond/Payment Bond

If not of the Performance Bond, the successful bidder shall procure and maintain during the period of time under contract for this procurement, a Labor and Material Bond/Payment Bond, to Secure payment by the Firm of all sum's due subcontractors, suppliers, laborers, workers and material providers. The bond shall be in an amount equal to 100% of the contract amount. The successful bidder shall furnish a satisfactory Labor and Material Bond/Payment Bond to Isabella County within ten (10) business days after receipt of notice of award.

Capacity

Provide proof of bonding capacity for this project, including Design/Build fees, along with current and anticipated project workloads.

8) EVALUATION AND CONTRACT AWARD

A. Evaluation Procedure

This document is a Request for Proposal. It differs from a Request for Bid/Quote in that the County is seeking a solution not a bid/quote for the lowest price. As such, the lowest price proposal will not guarantee an award. Proposals will be evaluated based around features of service, qualifications, experience, timeliness, technical competence, staff expertise and longevity, experience with similar projects, demonstrated timeliness in meeting deadlines, responses to questions about the scope and pricing (if any), responsiveness to client needs, competitiveness of proposed fees, and what is determined by the Isabella County Board of Commissioners to be the best solution for the County.



The County may select a limited number of respondents with whom to schedule interviews. Recommendation for a selection will be made to the Isabella County Board of Commissioners and final approval lies with the Board of Commissioners.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. All proposals received by the stated deadline will be reviewed by the Administrator/Controller's Office to ensure that Respondents meet all minimum requirements. Respondents that fail to meet stated qualifications or any proposal that does not contain all of the required information will be rejected as non-responsive.



EXHIBIT A
CERTIFICATIONS AND ASSURANCES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL
FAILURE TO SUBMIT THIS COMPLETED FORM MAY
RESULT IN DISQUALIFICATION

Firm Name: _____

I/we make the following statement of assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

The prices and/or data have been determined independently, without consultation, communication, or agreement with other proposers for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

The attached proposal is a firm offer for a period of one hundred twenty (120) days following receipt, and it may be accepted by Isabella County without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred twenty (120) day period.

In preparing this proposal, I/we have not been assisted by any current or former employee of Isabella County whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

I/we understand that Isabella County will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Isabella County, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents.

I/we acknowledge that communication of any kind regarding my/our proposal directed to parties other than the County Administrator/Controller may result in my/our disqualification.

I/we warrant that no conflict of interest knowingly exists for any member of the project team that contributed to this proposal or prospective contract.



I/we acknowledge that I/we shall not commence work until I/we have obtained the insurance required in items 11-18. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and is placed with insurance companies acceptable to Isabella County.

I/we certify that I/we shall procure and maintain Workers' Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan during the duration of this prospective contract.

I/we certify that I/we shall procure and maintain Professional Liability Insurance (errors and omissions) with limits of liability of not less than \$1,000,000 per claim and aggregate during the duration of, and a minimum of three (3) years beyond the completion of, this proposed contract.

I/we certify that I/we shall procure and maintain Comprehensive General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, covering Personal Injury, Bodily Injury and Property Damage during the duration of this prospective contract.

I/we certify that I/we shall procure and maintain Motor Vehicle Liability Insurance, including applicable Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage during the duration of this prospective contract.

I/we certify that the General Liability Insurance and the Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Isabella County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees and volunteers thereof during the duration of this prospective contract. It is understood and agreed by naming Isabella County as additional insured, coverage afforded is considered to be primary and any other insurance Isabella County may have in effect shall be considered secondary and/or excess.

I/we certify that all policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, shall be sent to: Isabella County Administrator/Controller's Office, 510 W. Pickard St., Mt. Pleasant, MI 48858.

I/we certify that if any of the above coverages expire during the term of the contract, I/we shall deliver renewal certificates and/or policies to Isabella County at least Ten (10) days prior to the expiration date.

I/we certify that I/we shall provide Isabella County at the time of execution of the contracts, a copy of Certificates of Insurance as well as required endorsements for all coverage listed above.

Signature

Date

Title



EXHIBIT B
CHECKLIST FOR RESPONSIVENESS

_____ Proposal was submitted on or before _____.

_____ PDF of the proposal was submitted to bsmith@isabellacounty.org.

_____ Required number of proposal copies were submitted.

_____ Proposal was formatted into eight major sections: Letter of Submittal, including signed Certifications and Assurances; Checklist for Responsiveness; Detailed Proposal; Cost Proposal; Certificate of Compliance with Public Act 517 of 2012; Request for Taxpayer Identification Number and Certification; References; and Bid Bond, if required.

_____ Respondent meets the following qualifications:

_____ Licensed to do business in the State of Michigan.

_____ Will comply with the Certifications and Assurances set forth in Exhibit A.

_____ Submit proposals as specified in this RFP.

_____ Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director of a corporation, the managing partner of a partnership, or the sole proprietor of a sole proprietorship.

_____ At least three (3) references from three (3) clients have been provided.

**** PLEASE NOTE:** Respondent is required to complete this checklist and include it with their proposal. answers must be given to each element above for the proposal to be considered responsive.

“Yes”



EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, are an “Iran linked business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this Request for Proposals, Company will not become an “Iran linked business” during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

Subscribed to and sworn before me,
a Notary Public, on this ____ day of _____, 20____.

_____, Notary Public
_____, County, State of _____
Acting in _____ County, _____
My Commission Expires: _____



EXHIBIT D
SINGLE-STREAM CAPITAL COSTS PROPOSAL
(must be included with the Proposal)

CAPITAL COSTS SUMMARY FOR MRF DESIGN/BUILD		
Not to exceed QUOTE, unless approved by amendment. Assumed to be \$0.00 if NO ENTRIES are made		
	COST QUOTE	Summary Description
i. MRF Design	\$	
ii. MRF Install	\$	
iii. MRF Stationary Equipment	\$	
iv. MRF Rolling Equipment	\$	
v. MRF Commissioning Support	\$	
vi. Existing Equipment Resale Credit	\$	
TOTAL COST (add i. - vi.)	\$	



EXHIBIT E:

Detailed Technical Specifications: MRF CONSTRUCTION PLAN

Site Modifications. Describe all modifications to MRF site and building that will be required. Insert additional pages as necessary.

Site Plan. Provide a site plan indicating traffic flow for delivery and shipping.

Processing & Control Systems. Provide a detailed description of the proposed processing equipment and control systems to be installed at the MRF site. Provide plan and elevation drawings as needed to explain equipment arrangement.

Building Specifications. Describe building spaces used for tipping, processing, and bale storage and estimated storage capacity.

Design Specifications. Provide facility design specifications for the following parameters:

Parameter	Specification
Daily Throughput (TPH):	
Recovery Rate: (% of Recyclables in Residual by commodity)	
Up Time: % of Scheduled Operation Time in Production	
Purity Rate” (by commodity - % of targeted materials recovered from overall mix)	



Material Handling Equipment. List of material handling equipment required to support design and description of functions. Include equipment description, ID, and equipment function. Make sure key equipment is identified on the equipment arrangement drawing.

Project Timeline. Provide a detailed timeline for design, procurement, construction, and startup.

****ADD TIMELINE TO THIS PAGE OR INSERT AFTER THIS PAGE.**

Staffing Plan: Include an organizational chart for facility operations outlining personnel roles and responsibilities for all personnel that will be needed to operate the facility based on Respondent's design. Be sure to include a base level of information about each role (technical training required, leadership position, etc.).

****ADD ORG CHART TO THIS PAGE OR INSERT AFTER THIS PAGE.**

Maintenance. Provide a description of required routine maintenance activities for each major piece of equipment.

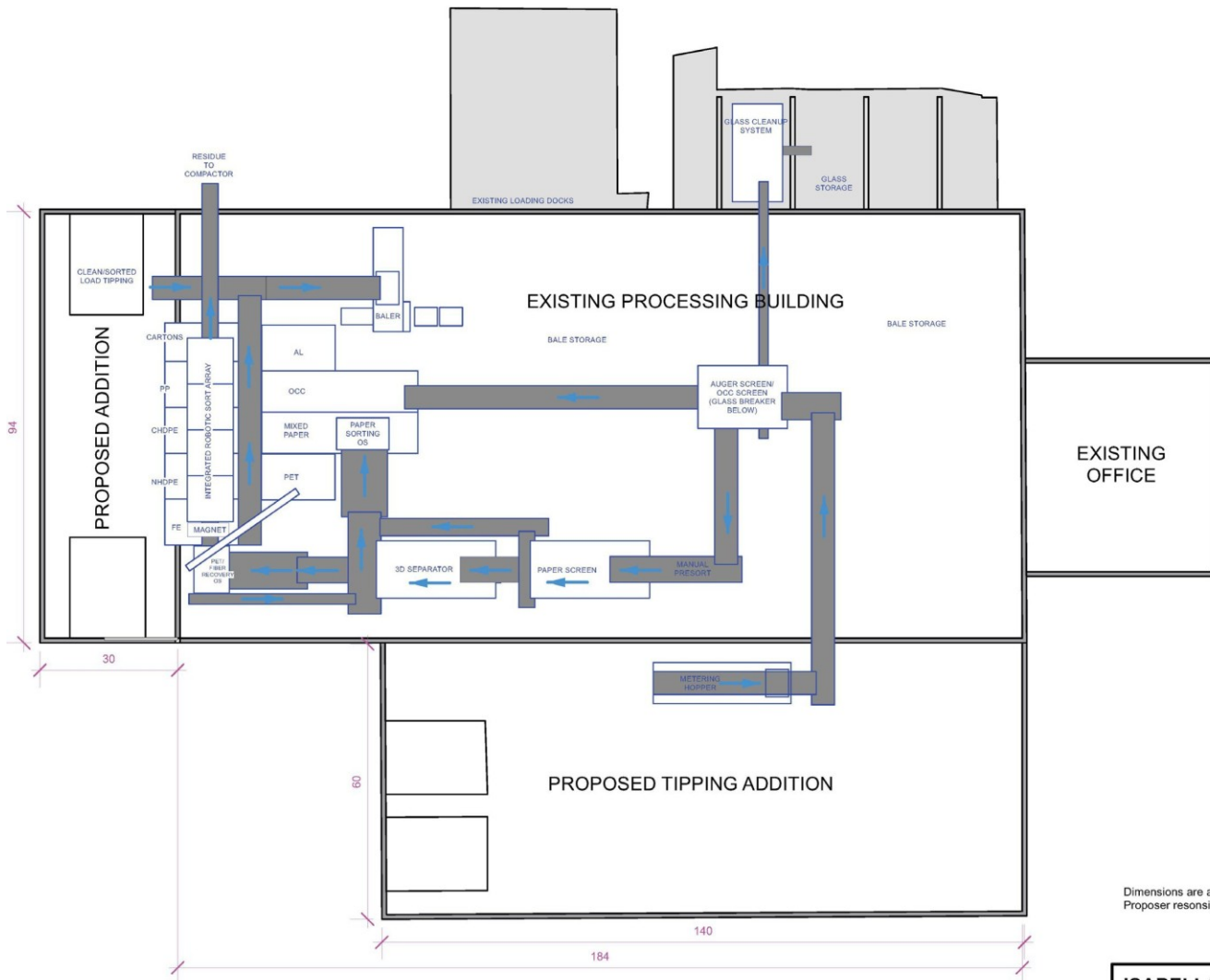
****ADD TABLE TO THIS PAGE OR INSERT AFTER THIS PAGE.**

Provide overview and description of how Respondent will support ongoing operations for fixed equipment as well as software and control systems.

Based on the target sorts outlined, provide a narrative about the equipment and layout recommendations based on the Respondent's experience.



EXHIBIT F
Isabella County MRF Equipment and Building Plan



Dimensions are approximate.
Proposer responsible for field verification

**ISABELLA COUNTY MRF
EQUIPMENT CONCEPT**



RRS July 2025





EXHIBIT G

Isabella County MRF Site and Building Plan